

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

In re

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**DEBTORS' MOTION FOR ORDER DIRECTING  
SUBMISSION OF PERSONAL INJURY QUESTIONNAIRES BY  
PENDING MESOTHELIOMA AND LUNG CANCER CLAIMANTS**

Through this motion (the "Motion"), debtors Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray") (collectively, the "Debtors") request that the Court enter an order under Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"),<sup>2</sup> substantially in the form attached hereto as Exhibit A, directing all persons with mesothelioma or lung cancer claims against one or both of the Debtors to complete and submit a personal injury questionnaire in the form attached hereto as Exhibit B (each, a "Questionnaire") by December 31, 2020. The Questionnaire seeks basic information about such claims, including claimants' asserted exposures to asbestos-containing products and claims related thereto. In many ways, the Questionnaire simply acts in lieu of a bar date process at this time for asbestos claimants. Similar questionnaires have been approved by numerous courts in asbestos-related and other mass tort chapter 11 cases, including within this District and Circuit.

---

<sup>1</sup> The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

<sup>2</sup> Pursuant to Local Bankruptcy Rule 2004-1(b), the Debtors hereby certify that they offered to confer with counsel for the Official Committee of Asbestos Personal Injury Claimants (the "ACC") regarding the proposed examination of claimants through the Questionnaire. Counsel for the ACC was informed of the date that this Motion would be filed, and the Debtors did not receive a response to the request to meet and confer prior to the stated Motion filing date.

### **PRELIMINARY STATEMENT**

The Debtors' goal in this proceeding is to establish a trust pursuant to a plan of reorganization under section 524(g) of title 11 of the United States Code (the "Bankruptcy Code") to fairly and efficiently address asbestos-related claims. The Questionnaires will provide basic information that will help determine the number and value of current asbestos claims against the Debtors, which information can then be used in connection with the negotiation, formulation, solicitation, and confirmation of a section 524(g) plan.

In the last three calendar years before the Petition Date, roughly 95% of Aldrich's and Murray's payments to asbestos claimants respectively related to mesothelioma and lung cancer claims. The Debtors lack various information necessary to assess the potential merit and value of those claims for the reasons described herein. Accordingly, the Debtors seek an order requiring all persons who, as of June 18, 2020 (the "Petition Date"), asserted, or could have asserted, a mesothelioma or lung cancer claim against either Debtor (collectively, the "Mesothelioma and Lung Cancer Claimants") to submit to the Debtors by December 31, 2020 responses to the Questionnaire.<sup>3</sup> The Questionnaire, which has been narrowly tailored, requests basic information from a claimant, including:

- (i) the status of the claim (*e.g.*, pending, withdrawn, etc.) (Part 1);
- (ii) the name and address of the claimant or injured party, if different (Parts 2 and 3);
- (iii) the claimant's law firm or law firms (Part 4);
- (iv) the type of disease alleged by the claimant and date of first diagnosis (Part 5);
- (iv) facts supporting an allegation of exposure to asbestos-containing components in equipment manufactured by either Debtor (Part 6A);

---

<sup>3</sup> The Debtors have historically resolved some claims against them without those claims having been filed as lawsuits in the tort system. The Questionnaire would be directed to all pending Mesothelioma and Lung Cancer Claimants and their counsel, regardless of whether they have filed a lawsuit in the tort system.

- (v) the claimant's exposures to other asbestos-containing products (Part 6B);
- (vi) the claimant's asserted economic losses (Part 7); and
- (vii) the claimant's recoveries from other parties (Part 8).

### **JURISDICTION**

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

2. The Debtors' objective in these cases is to bring about a rational and permanent resolution to the asbestos litigation against them under section 524(g) of the Bankruptcy Code in a manner beneficial to both the Debtors and legitimate claimants. Experience in similar cases has shown that the most difficult and time consuming challenge to a successful resolution under section 524(g) is reaching agreement on the value of asbestos pending claims against the debtor and which may be asserted against the debtor in the future. The information sought through this Motion is directly relevant to the first issue. The Questionnaire sought by the Motion requests that Mesothelioma and Lung Cancer Claimants provide basic information about their asserted claims. While the Debtors could elicit the same information through a bar date process and discovery on claimants in connection therewith, the Debtors believe that the Questionnaires process sought in the Motion is a more streamlined process than would exist pursuant to a bar date motion.

#### **A. The Questionnaire Comfortably Falls Within the Scope of Bankruptcy Rule 2004.**

3. Bankruptcy Rule 2004(a) ("Rule 2004") provides that "[o]n motion of any party in interest, the court may order the examination of any entity." A debtor is a "party in interest" entitled to seek discovery under Bankruptcy Rule 2004. *See, e.g. In re Yahweh Ctr., Inc.,*

Case No. 16-04306 (JNC) 2017 WL 327473, at \*1 (Bankr. E.D.N.C. Jan. 23, 2017) (granting a debtor's Rule 2004 request).

4. Rule 2004 allows discovery of information that relates "to the liabilities . . . of the debtor," including in a chapter 11 case to any matter relevant "to the formulation of a plan." Fed. R. Bankr. P. 2004(b). Rule 2004 discovery relating to claims asserted against a debtor—as sought here—therefore "comfortably falls within the allowed limits under Rule 2004(b)." *In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 400 (Bankr. W.D. Pa. 2008) (United States Trustee entitled to seek Rule 2004 discovery from Countrywide Home Loans regarding the computation of its bankruptcy claims in multiple chapter 13 debtors' bankruptcy cases).<sup>4</sup>

**B. The Questionnaire Seeks Information Relevant to Each Asbestos Claim.**

5. The information requested in the Questionnaire will assist the Debtors in assessing the asbestos claims being asserted against them. Under applicable state law, each Mesothelioma and Lung Cancer Claimant has the burden of proving, among other things, both exposure to asbestos legally attributable to equipment manufactured by a Debtor and that such exposure was a substantial contributing cause of his or her disease. *See, e.g., Restatement (Second) of Torts* § 433B; *Thacker v. UNR Indus., Inc.*, 603 N.E.2d 449, 455 (Ill. 1992); *Bostic v. Georgia-Pacific Corp.*, 439 S.W.3d 332, 338 (Tex. 2014). The Questionnaire requires claimants to provide all known information supporting such alleged exposures so that the Debtors may assess whether, and the extent to which, such claimants may be entitled to compensation in these cases.

---

<sup>4</sup> *See also In re Romas*, 458 B.R. 275, 279 (Bankr. D.S.C. 2011) (denying motion to quash Rule 2004 examination sought to verify that creditor had "filed an accurate and substantiated Proof of Claim"); *Matter of Sutura*, 141 B.R. 539, 541 (Bankr. D. Conn. 1992) ("It is well settled that a Rule 2004 examination is a proper procedure to inquire into the basis for a filed proof of claim."); *In re Arkin-Medo, Inc.*, 44 B.R. 138, 140 (Bankr. S.D.N.Y. 1984) (allowing Rule 2004 examination of all facts and circumstances surrounding a disputed claim).

6. The Questionnaire also seeks information concerning a Mesothelioma and Lung Cancer Claimant's exposures to asbestos from non-Debtor asbestos-containing products (*see* Questionnaire, Part 6B). This information is relevant for at least two reasons. First, exposure to asbestos from other entities' products may fully explain a claimant's disease and demonstrate that the Debtors did not substantially contribute to such disease. Further, other asbestos exposures—or payments by other entities to settle claims from such exposures—impact a Debtor's share of any potential liability. Depending on the applicable state law, other responsible parties can be allocated shares of liability, and payments by these other parties can result in credits or offsets against any potential liability of a Debtor.<sup>5</sup>

**C. The Debtors Currently Lack Critical Information Necessary to Fairly Evaluate and Value the Asbestos Claims Asserted Against Them.**

7. While most, but not all, current asbestos claimants have pending lawsuits against one or both of the Debtors—which are in various stages of discovery—in many cases the Debtors have little or no information as to the basis of liability asserted against a Debtor.

8. For instance, certain asbestos claims were filed in the months leading up to the Petition Date. In that timeframe, discovery as to those suits had not meaningfully progressed. For such claims, all the Debtors likely have is the complaint that initiated the claimant's case. An example of such a complaint that is filed in the tort system is attached hereto as Exhibit C (in 214 paragraph complaint naming 172 defendants, plaintiff provides only three short, general sentences setting forth alleged exposure-related facts supporting claims against all such

---

<sup>5</sup> *See, e.g.*, Tex. Civ. Prac. & Rem. Code Ann. §§ 33.012(b) (Texas statute providing for reduction of judgment by liability shares attributed to others as well as payments by others); N.Y. Gen. Oblig. Law § 15-108(a) (New York statute providing for reduction of liability by the greater of liability shares attributed to others or payments by others); 740 Ill. Comp. Stat. Ann. 100/2(c) (provides for reduction in liability for settlement payments made by other parties); Fla. Stat. Ann. § 768.81(d)(3) (Florida statute providing that judgment should be entered against each party based on that "party's percentage of fault").

defendants). As can be seen from such complaint, it provides the Debtors no meaningful information on the asserted claim. Complaints with such threadbare allegations are common in the cases filed against the Debtors.

9. In addition, many asbestos claims against the Debtors are not resolved through the filing of a lawsuit, but rather through an informal exchange of relevant information. Any information about these claimants' exposures for which they allege the Debtors are responsible would have been provided to the Debtors only when the claims were presented for settlement, which did not occur for many claims prior to the Petition Date. The Debtors, thus, have no meaningful information about these claims.

10. Finally, the Debtors lack information from Mesothelioma and Lung Cancer Claimants concerning their recoveries from settlements with third party co-defendants or bankruptcy trusts. Fundamental bankruptcy law principles provide that a creditor is entitled to only a single satisfaction of its claim. As a result, allowed claims in a bankruptcy case must be reduced to reflect settlement payments received from co-defendants on a common liability. Further, such information is discoverable under federal<sup>6</sup> and state law<sup>7</sup>, and generally occurs in

---

<sup>6</sup> See, e.g., *White v. Kenneth Warren & Son, Ltd.*, 203 F.R.D. 364, 367 (N.D. Ill. 2001) (ordering disclosure to defendant of plaintiffs' settlement agreement and accompanying agreements with co-defendant); *Bennett v. La Pere*, 112 F.R.D. 136, 138 (D.R.I. 1986) (ordering disclosure to defendant hospital of confidential settlement agreement between medical malpractice plaintiffs and defendant physicians); *Tanner v. Johnston*, Case No. 11-00028 (TS), 2013 WL 121158, at \*1 (D. Utah Jan. 8, 2013) (ordering disclosure to defendant of plaintiffs' confidential settlement agreement with co-defendants).

<sup>7</sup> See, e.g., *In re Univar USA, Inc.*, 311 S.W.3d 175, 179 (Tex. App. Beaumont 2010, no writ) (co-defendants' settlements are relevant to a remaining nonsettling defendant, both "to determine the amount of its settlement credit [under Texas law] after a trial is completed, and . . . before trial, to determine whether any settlement demand being made is reasonable when compared to the likely outcome of a trial."); see also Tex. R. Civ. P. 192.3(g) ("[a] party may obtain discovery of the existence and contents of any relevant portions of a settlement agreement"); *Perez v. State Indus., Inc.*, 578 So.2d 1018, 1019 (La. Ct. App. 1991) (reversing a trial court denial of a motion to compel disclosure of a settlement agreement on the grounds that the scope of discovery "is not limited to information which would be admissible at trial.").

asbestos cases when the final valuation of the claim is being considered in association with a judgment. Clearly, information on amounts that a claimant has received from other sources (both co-defendants and section 524(g) trusts established by co-defendants) is ultimately relevant to accurately assessing the appropriate value of asbestos claims against the Debtors.

**D. Even When the Debtors Have Some Information on the Basis of a Claim, That Information is Incomplete.**

11. For claims subject to lawsuits that have been pending against the Debtors for some time, the Debtors may have some information as to the alleged basis by a claimant of liability of a Debtor. As of the Petition Date, these claims were in various stages of discovery. However, the Debtors do not know whether the information they have as to the alleged basis for a claim by an asbestos claimant is the complete universe of information on which such claimant relies. Further, by the time that the Questionnaires will be due, claimants will have engaged in approximately another 6 months of claim investigation and preparation since the Petition Date of which the Debtors have no visibility. This additional claim development may produce new information on which a claimant may wish to rely in asserting a claim against a Debtor.<sup>8</sup>

**E. The Questionnaire Process Will Help Determine Whether, as the Debtors Believe, Many Existing Asbestos Claims Against the Debtors Have Been Abandoned.**

12. Many asbestos claims against the Debtors have been pending for several years with little activity, although, to the Debtors' knowledge, they have not technically been dismissed. As a result, the Debtors think it is likely that these claims have been abandoned. The

---

<sup>8</sup> Since such discovery also will continue even after the Questionnaires are submitted, the Questionnaire requires that the Mesothelioma and Lung Cancer Claimants timely supplement their responses as they become aware of additional information responsive to the Questionnaire, similar to the requirement of Federal Rule 26(e). *See* Fed. R. Civ. P. 26(e) ("In General. A party who has made a disclosure under Rule 26(a)--or who has responded to an interrogatory, request for production, or request for admission--must supplement or correct its disclosure or response: (A) in a timely manner if the party learns that in some material respect the disclosure or response is incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing; or (B) as ordered by the court.").

Questionnaire process will help determine whether or not such claims are still being pursued by simply requiring such claimants to so indicate in the Questionnaire. If the claimant indicates that it is no longer pursuing the claim, the claimant is not required to provide any further substantive information in the Questionnaire. In the *Garlock* case, the questionnaire process determined that thousands of claims pending in the tort system against Garlock were no longer actually being pursued.

**F. Courts Have Routinely Approved Questionnaires Similar to that Sought Herein in Other Mass Tort Bankruptcies.**

13. Courts in numerous mass tort bankruptcy cases have ordered current claimants to submit questionnaires similar to that sought herein.

14. In the Fourth Circuit's seminal *A.H. Robins* case, which involved the debtor's liabilities relating to the Dalkon Shield intrauterine device, the lower court ordered more than 300,000 claimants to submit a questionnaire describing the "claimant's use of the Dalkon Shield, such as dates of insertion and removal, the type of injury alleged and the names of physicians or clinics visited by the claimant." *In re A.H. Robins Co., Inc.*, 862 F.2d 1092, 1093 (4th Cir. 1988). The court then ordered a sample of approximately 7,500 claimants to answer a more detailed 50-page questionnaire, covering topics that included the claimant's use of the Dalkon Shield; reasons for removing the product; use of other methods of contraception; general medical condition and problems allegedly caused by the Dalkon Shield; warnings the claimant had received from doctors and others; claims filed against parties other than A.H. Robins and recoveries from those parties; and damages. *See In re A.H. Robins Co., Inc.*, 880 F.2d 694, 699 (4th Cir. 1989).

15. In the asbestos context, questionnaires have been approved by courts in several prior asbestos cases. *See, e.g., In re W.R. Grace & Co.*, Case No. 01-01139 (JKF) (Bankr. D.



Del. 2005) (Dkt. 9301); *In re G-I Holdings Inc.*, Case No. 01-30135 (RG) (Bankr. D.N.J. 2008) (Dkt. 8078); *In re USG Corp.*, Case No. 01-02094 (Bankr. D. Del. 2005) (JKF) (Dkt. 61); *In re Specialty Products Holding Corp.*, Case No. 10-11780 (JKF) (Bankr. D. Del. 2011) (Dkt. 1466).

16. As a result, questionnaires are now a common feature of asbestos cases, including in this District. The *Garlock* case is instructive. In that case Judge Hodges ordered approximately 5,800 claimants with pending mesothelioma claims against the debtors to respond to a 24-page questionnaire. *See Order Authorizing the Debtors To Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses*, Dkt. 1390 (attached as Exhibit D). The questionnaire included inquiries related to the claimants' (1) occupational history and diagnosis, (2) locations of alleged exposures to debtor products and the identity of those products, (3) exposures to non-debtor products, (4) prior or pending litigation relating to their mesothelioma, and (5) and non-litigation claims, including claims submitted to bankruptcy trusts. *See id.* Subsequently, Judge Hodges granted the Garlock debtors' motions to issue supplemental questionnaires that required a sample of mesothelioma claimants to provide additional information. The court first ordered 471 claimants to either provide the exposure findings from any scientist retained by the claimant or to provide more detailed information regarding the alleged frequency, duration, and proximity of their exposures to Garlock and non-Garlock asbestos-containing products. *See Order Authorizing Debtors To Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses*, Dkt. 2337 (attached as Exhibit E). The court also ordered a sample of 1,000 mesothelioma claimants to provide information regarding

their recoveries from tort defendants and bankruptcy trusts.<sup>9</sup> See Supplemental Settlement Payment Questionnaire, attached as an exhibit to *Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing the Confidentiality of Information Provided in Responses, In re Garlock Sealing Techs. LLC*, Case No. 10-31607 (Bankr. W.D.N.C. 2012) (Dkt. 2338) (attached as Exhibit G). The court acknowledged that these questions about exposures and aggregate recoveries should have been included in the original questionnaire sent to all pending claimants.<sup>10</sup>

**G. Appropriate Confidentiality Will be Maintained in the Questionnaire Process.**

17. Finally, the proposed order approving the Questionnaire contains confidentiality and use restrictions, as well as destruction requirements, that mirror those ordered in the most recent cases where questionnaires were approved, including the *Garlock* case. The proposed order requires the parties to keep the Questionnaires confidential, restricts their use to these cases, provides that full Social Security numbers, medical information, and other sensitive information may not be introduced in open court, and requires destruction of Questionnaire responses within one year after substantial consummation of a confirmed plan of reorganization. These provisions will protect the confidentiality of any sensitive information Mesothelioma and Lung Cancer Claimants provide through the Questionnaire process.

**NOTICE**

18. This Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the proposed future claimants' representative; (d) counsel to the Debtors' non-debtor affiliates,

---

<sup>9</sup> Transcript of May 17, 2012 Hearing, *In re Garlock Sealing Techs. LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C. 2012), at 34 (excerpts attached as Exhibit F).

<sup>10</sup> See Exhibit F at 34 (Judge Hodges concluding "the balance that I struck earlier was at the wrong place.").

Trane Technologies Company LLC and Trane U.S. Inc.; and (e) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. Notice of this Motion has been provided to all known counsel to the Mesothelioma and Lung Cancer Claimants. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**NO PRIOR REQUEST**

19. No prior request for the relief sought herein has been made to this Court or any other court.

Dated: August 28, 2020  
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

C. Richard Rayburn, Jr. (NC 6357)  
John R. Miller, Jr. (NC 28689)  
RAYBURN COOPER & DURHAM, P.A.  
227 West Trade Street, Suite 1200  
Charlotte, North Carolina 28202  
Telephone: (704) 334-0891  
Facsimile: (704) 377-1897  
E-mail: rrayburn@rcdlaw.net  
jmiller@rcdlaw.net

-and-

Brad B. Erens (IL Bar No. 06206864)  
Mark A. Cody (IL Bar No. 6236871)  
Caitlin K. Cahow (IL Bar No. 6317676)  
JONES DAY  
77 West Wacker  
Chicago, Illinois 60601  
Telephone: (312) 782-3939  
Facsimile: (312) 782-8585  
E-mail: bberens@jonesday.com  
macody@jonesday.com  
ccahow@jonesday.com  
(Admitted *pro hac vice*)

-and-

Gregory M. Gordon (TX Bar No. 08435300)  
JONES DAY  
2727 N. Harwood Street  
Dallas, Texas 75201  
Telephone: (214) 220-3939  
Facsimile: (214) 969-5100  
E-mail: gmgordon@jonesday.com  
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**EXHIBIT A**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

In re

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**ORDER PURSUANT TO BANKRUPTCY RULE 2004 DIRECTING  
SUBMISSION OF PERSONAL INJURY QUESTIONNAIRES BY  
PENDING MESOTHELIOMA AND LUNG CANCER CLAIMANTS  
AND GOVERNING THE CONFIDENTIALITY OF RESPONSES**

This matter came before the Court on *Debtors' Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires By Pending Mesothelioma and Lung Cancer Claimants* [Dkt. No.   ] (the "Motion"). Based upon a review of the Motion, the further submissions of the parties, the evidence presented, and the arguments of counsel, the Court concludes that the Debtors should be permitted to take discovery from pending mesothelioma and lung cancer claimants through the mechanism of a personal injury questionnaire for use in negotiating, formulating, soliciting, and confirming a plan of

---

<sup>1</sup> The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

reorganization, subject to the terms and conditions of this Order, and hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED on the terms and conditions set forth in this Order.
3. The Aldrich Pump LLC and Murray Boiler LLC Mesothelioma and Lung Cancer Claim Questionnaire (the "Questionnaire") attached to this Order as Exhibit A and incorporated herein by reference is approved; *provided, however*, that modifications to the form may be made without further Order of the Court on the written consent of the Debtors and the Official Committee of Asbestos Personal Injury Claimants (the "ACC") (the "Parties"). The Questionnaire seeks evidence that is relevant to negotiation, formulation, solicitation, and confirmation of a plan of reorganization.
4. Every person who alleges a claim against the Debtors based on a diagnosis of mesothelioma or lung cancer on or before June 18, 2020 allegedly caused by asbestos-containing products for which the Debtors or their predecessors-in-interest, the former Ingersoll-Rand Company, a New Jersey corporation ("Old IR") and Trane U.S. Inc. ("Old Trane") is responsible (for purposes of this Order, a "Pending Mesothelioma or Lung Cancer Claimant") is required to complete and return the Questionnaire, pursuant to the deadlines set forth in paragraph 5 below.
5. The following deadlines and requirements shall apply:
  - a. On or before October 1, 2020, KCC, the Debtors' claims agent (the "Claims Agent") shall serve the Questionnaire, via direct U.S. mail, on counsel of record for all Pending Mesothelioma and Lung Cancer Claimants indicated as such in Debtors' claims database. The Debtors

shall provide counsel with a unique paper copy of the Questionnaire for each mesothelioma and lung cancer claimant in the Debtors' claims database with a claim status of "open." The Debtors shall also serve a blank copy of the Questionnaire on any other counsel who have ever represented an asbestos claimant against the Debtors. The Debtors shall directly serve Pending Mesothelioma and Lung Cancer Claimants indicated as such in Debtors' claims database and who are not represented by counsel if the identities and addresses of those claimants are known. The Debtors shall promptly file a certificate of service and provide the ACC and the FCR with an electronic copy of the service list.

- b. Responses to the Questionnaire, whether in electronic or paper form, including all attachments thereto, and all trust claim forms submitted by Pending Mesothelioma and Lung Cancer Claimants pursuant to the Questionnaire or obtained from any asbestos personal injury trust ("Trust") pursuant to the optional authorization form incorporated in the Questionnaire,<sup>2</sup> are referred to below as "Questionnaire Responses".
- c. All Pending Mesothelioma and Lung Cancer Claimants may submit their Questionnaire Responses and any attachments in paper form or by uploading electronic copies of the responses through a secure website to be established by the Claims Agent.
- d. If a Pending Mesothelioma or Lung Cancer Claimant chooses to submit the Questionnaire Response and any attachments through the secure

---

<sup>2</sup> The authorization form is set forth as Exhibit 1 to the Questionnaire and is entitled "Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records." It is referred to below in this Order as the "Authorization".



website, he or she shall complete and submit the Questionnaire Response no later than December 31, 2020.

- e. If a Pending Mesothelioma or Lung Cancer Claimant chooses to submit the Questionnaire Response and any attachments in paper form, he or she shall complete and submit the Questionnaire Response and deposit it and any attachments in the U.S. Mail (prepaid) so that it is received by the Claims Agent by December 31, 2020, addressed to KCC Aldrich PIQ Forms, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Any Pending Mesothelioma or Lung Cancer Claimant whose counsel receives a unique, marked paper form from the Claims Agent must use it or the corresponding PDF form if submitting electronically. The Claims Agent shall send fillable PDF forms to any law firms requesting them. All Pending Mesothelioma and Lung Cancer Claimants submitting Questionnaire Responses in paper form are permitted and encouraged to provide attachments in electronic format, where feasible.
- f. The Claims Agent shall provide all Questionnaire Responses to the Parties, their respective bankruptcy counsel and special counsel (the "Bankruptcy Counsel"), and their respective retained asbestos claims experts (the "Experts"). In addition, any futures claim representative in these cases (the "FCR") and the FCR's advisors shall be entitled to access to Questionnaire Responses.
- g. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Parties, the

Parties' Bankruptcy Counsel and the Parties' Experts; (ii) the FCR and the FCR's advisors; and (iii) any party-in-interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order (an "Intervenor"); (iv) any employees, agents, representatives, consulting or testifying experts, or members of their staff of the foregoing entities in subparts (i)-(iii) who are personally involved in rendering services in connection with these bankruptcy cases; (iv) any person who testifies at a deposition or hearing in connection with these bankruptcy cases, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (v) third-party service companies providing outside photocopying, graphic production services, or litigation support services to counsel or experts in connection with these bankruptcy cases and who need access to Questionnaire Responses to provide such services; (vi) the Claims Agent and any of its employees, agents, or representatives rendering services in connection with these bankruptcy cases; (vii) the Court, including secretaries, judicial assistants, law clerks, and other clerical staff; and (viii) court reporters, stenographers, or videographers who record deposition or other testimony in connection with these bankruptcy cases and who need access to Questionnaire Responses to provide such services; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.h. immediately below.

- h. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.g. above, every entity described in subparts (ii) through (vi) of paragraph 5.g. shall execute a joinder in the form annexed to this Order as Exhibit B.1 or Exhibit B.2. Exhibit B.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to these bankruptcy cases. Exhibit B.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.g. above in their individual capacities, rather than as employees, agents, or representatives of a firm.
- i. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Parties under this Order. Any Intervenor shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.

j. The Debtors are authorized to serve subpoenas under Bankruptcy Rule 9016 on the Trusts listed in the Authorization forms, and their claims processing facilities, to obtain claim forms and any other materials submitted by claimants to the Trusts pursuant to Authorizations returned as part of Questionnaire Responses. The subpoenas may request claim forms submitted to the Trusts or claims processing facilities by (i) claimants matching the full social security number of the claimant or Injured Party contained in the Authorization, and (ii) claimants matching the claimant or Injured Party last name and last four digits of the social security number in the Authorization. An electronic signature on the Authorization through an electronic portal established to receive Questionnaire Responses shall be treated as equivalent to a physical signature. The Trusts and claims processing facilities shall not be subject to any actions, claims, or demands by claimants or any other parties as a result of their good faith compliance with this Order, the subpoenas, and the matching protocol contained therein.

6. Pending Mesothelioma and Lung Cancer Claimants shall be under a duty to timely supplement their Questionnaire Responses consistent with Rule 26(e)(1) of the Federal Rules of Civil Procedure. This requirement means that any Mesothelioma and Lung Cancer Claimant shall supplement his or her Questionnaire Response if he or she learns that in some material respect the disclosure or response is incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the Debtors. The duty to supplemental Questionnaire Responses is not limited to documents or information existing prior

to an initial or prior response but, rather, includes any additional information without reference to the date of its existence.

7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding Pending Mesothelioma and Lung Cancer Claimants. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

7. Mesothelioma and Lung Cancer Claimants, the Parties, the FCR, and Intervenor shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.

8. As a precautionary measure, but not as a precondition to protection, the Claims Agent shall stamp any written Questionnaire Responses with the following legend:

"CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

9. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial, and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage.

10. The Questionnaire Responses, and any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom, and any knowledge obtained therefrom, shall be used only in connection with these bankruptcy cases absent further order of the Court.

11. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial,

publication, or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than these bankruptcy cases.

12. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a "Merged Database"), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

13. Nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with the restrictions set forth in paragraph 14 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

14. In the event that, in the course of this bankruptcy case, any Party, the FCR, or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony, argument, or filings in the Bankruptcy Court, or any reviewing court, such Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to these bankruptcy cases; (ii) there is no reasonable manner to use such information without disclosing Questionnaire Responses; and (iii) such Party, the FCR, or Intervenor has filed a proper motion to seal (a) Social Security numbers

(except last four digits), (b) dates of birth (except year), (c) names of identifiable minors (except for their initials), (d) financial account numbers (except last four digits), and (e) medical information (except claimed disease, such as 'pleural mesothelioma,' 'peritoneal mesothelioma,' 'asbestosis,' or 'lung cancer,' and diagnosis date). Nothing herein shall prohibit an expert for any Party, the FCR, or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses in open court, so long as such testimony or report does not reveal the information described in categories (a) through (e) of the previous sentence.

15. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a "Third-Party Discovery Demand"), including a governmental or other regulatory body, such entity (a "Discovery Target") shall provide prompt written notice of any such request or requirement to the Mesothelioma or Lung Cancer Claimant or Mesothelioma or Lung Cancer Claimants who provided the information requested, with copies to the Parties, the FCR, and any Intervenor, so that any of them may seek a protective order or other appropriate remedy, if desired. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced

or disclosed pursuant to such an order, including, without limitation, by cooperating with any Pending Mesothelioma or Lung Cancer Claimant, Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

16. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a "Plan"), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for Debtors, the ACC, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Mesothelioma and Lung Cancer Claimants, for the Parties, the FCR, or for Intervenor of papers prepared in connection with these bankruptcy cases (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with these bankruptcy cases); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

17. When the Claims Agent serves the Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.



18. Any person who seeks relief from any provision of this Order in order to access any Questionnaire Response shall do so by motion in the Bankruptcy Court on notice to the Parties, the FCR, and any Mesothelioma and Lung Cancer Claimants potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.  
The Judge's signature and Court's seal  
appear at the top of the Order

United States Bankruptcy Court

**EXHIBIT A**

**Questionnaire**

**EXHIBIT B.1 TO ORDER PURSUANT TO BANKRUPTCY RULE 2004 DIRECTING  
SUBMISSION OF PERSONAL INJURY QUESTIONNAIRES BY PENDING  
MESOTHELIOMA AND LUNG CANCER CLAIMANTS AND GOVERNING THE  
CONFIDENTIALITY OF RESPONSES**

**Re: *In re Aldrich Pump LLC, et al.*  
Case No. 20-30608 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 5.h of the above-referenced Order.*

**A C K N O W L E D G E M E N T**

On behalf of my employer, \_\_\_\_\_ [write in name of employer] ("**Employer**"), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above-referenced Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma and Lung Cancer Claimants and Governing the Confidentiality of Responses (the "**Questionnaire Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced Chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to \_\_\_\_\_ [write in name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer's behalf, I represent that Employer has made, or will make the Questionnaire Order and this joinder known in advance to all of Employer's employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer's duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the bankruptcy case, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 16 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the "**Plan**"), and will promptly certify such destruction in writing to counsel of record for the Debtors, the ACC, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turnover Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this joinder and for no other purposes.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT B.2 TO ORDER PURSUANT TO BANKRUPTCY RULE 2004 DIRECTING  
SUBMISSION OF PERSONAL INJURY QUESTIONNAIRES BY PENDING  
MESOTHELIOMA AND LUNG CANCER CLAIMANTS AND GOVERNING THE  
CONFIDENTIALITY OF RESPONSES**

*In re Aldrich Pump LLC, et al.*  
Case No. 20-30608 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina

***Instructions:*** *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 5.j. of the above-referenced Order (for example, a self-employed expert or a witness).*

**A C K N O W L E D G E M E N T**

I may be given access to certain confidential and protected information in connection with the above-referenced Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma and Lung Cancer Claimants and Governing the Confidentiality of Responses (the "**Questionnaire Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced Chapter 11 case.

I have read the Questionnaire Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the bankruptcy case, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 16 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the "**Plan**"), and will promptly certify such destruction in writing to counsel of record for the Debtors, the ACC, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this joinder and for no other purposes.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT B**

## Aldrich Pump LLC and Murray Boiler LLC Personal Injury Claim Questionnaire

### PURPOSE OF QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Aldrich Pump LLC and Murray Boiler LLC ("Aldrich" and "Murray" or the "Debtors") to issue this Questionnaire to every person who alleges a claim against Aldrich or Murray based on a diagnosis of mesothelioma or lung cancer on or before June 18, 2020 allegedly caused by Aldrich or Murray, or the former Ingersoll-Rand Company or Trane U.S. Inc. (a "Mesothelioma or Lung Cancer Claim"). The term Mesothelioma or Lung Cancer Claim includes the claims described above even if a lawsuit was not pending against the Debtors as of June 18, 2020. Each person meeting these qualifications is referred to below in this Questionnaire as a "Personal Injury Claimant."

The Debtors are pursuing reorganization in a Chapter 11 case in the Bankruptcy Court, referred to as *In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors' application to issue this Questionnaire.

The purpose of this Questionnaire is to obtain certain information about each Mesothelioma or Lung Cancer Claim with respect to the topics noted below. If you are a Personal Injury Claimant, you must provide accurate, complete, and timely responses to this Questionnaire.

All information provided in response to this Questionnaire will be treated as confidential. The uses and further disclosure of such information shall be restricted in accordance with the *Order Directing Submission of Personal Injury Questionnaires by Current Mesothelioma and Lung Cancer Claimants and Governing the Confidentiality and Use of Information Provided in Responses*, dated \_\_\_\_\_, 2020. A copy of that Order [Dkt. No. \_\_\_\_] is provided with this Questionnaire.

### ADMINISTRATOR INFORMATION

If you are a Personal Injury Claimant, you are directed to complete and submit this Questionnaire on or before December 31, 2020.

You may upload your completed Questionnaire responses and any attachments electronically through an electronic portal supported by KCC, whom the Debtors have retained as its Claims Administrator. Access to this system and upload instructions are available through KCC's website for the Debtors at [www.kccllc.net/aldrich/PIQ](http://www.kccllc.net/aldrich/PIQ). If you elect to upload your responses and any attachments electronically, please do so on the KCC system no later than December 31, 2020.

In the alternative, you have the option of submitting your completed Questionnaire responses and any attachments by mail. If this is your preference, please deposit your completed Questionnaire, along with any attachments, in the U.S. Mail (and include the required postage) so that it is received no later than December 31, 2020 by KCC at the address set forth below:

KCC Aldrich PIQ Forms  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

Each Mesothelioma or Lung Cancer Claimant listed as such in the Debtors' asbestos claims database has been provided a unique copy of this Questionnaire. If you have been provided such a copy, you must provide your answers on it or through the electronic portal. Other Personal Injury Claimants should use blank copies of this Questionnaire to provide their responses (or use the electronic portal). In addition, if you answer by mail, you are permitted and encouraged to provide any attachments in electronic format (for example, on a CD or thumb drive), where feasible.

### LIST OF QUESTIONNAIRE SECTIONS AND INSTRUCTIONS

#### OCCUPATION, INDUSTRY, AND EQUIPMENT CODES

- For use in completing Part 6, this section contains reference codes for the occupations, industries and equipment with which you associate your alleged exposure to asbestos products.

#### PART 1: STATUS OF ALDRICH AND MURRAY CLAIMS

- Provide information about the status of the Personal Injury Claimant's claim(s) against Aldrich and Murray. If you are not, or no longer allege to be, a Personal Injury Claimant but received this preprinted Questionnaire, please answer this section and Parts 2, 3, and 4, but you are not required to answer the rest of the Questionnaire.

#### PARTS 2, 3, 4: INJURED PARTY INFORMATION, RELATED CLAIMANT INFORMATION, LAW FIRM INFORMATION

- In Part 2, provide identifying information for the person diagnosed with mesothelioma or lung cancer (the "Injured Party").
- Only complete Part 3 if the claimant (the plaintiff) is a "Related Claimant," rather than the Injured Party. Provide identifying information for the Related Claimant, including the Related Claimant's relationship to the Injured Party.

As used in this Questionnaire, the term "Related Claimant" means a person who is not the Injured Party but who is making a claim based on or derived from the Injured Party's mesothelioma or lung cancer, either in a representative capacity (e.g., the personal representative of the Injured Party's estate suing for the Injured Party's injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).

As used in this Questionnaire, "claimant" means the Pending Personal Injury Claimant, whether the Injured Party or the Related Claimant.



- In Part 4, provide contact information for the law firm that represents the claimant in responding to the Questionnaire. Also provide the identity of any other law firm(s) that represents the claimant and/or is sharing in the contingent fee with respect to asbestos claims, whether in lawsuits, in making claims against trusts established to pay claims against bankrupt asbestos defendants ("Trusts"), or otherwise.

#### **PART 5: INFORMATION ON MESOTHELIOMA OR LUNG CANCER DIAGNOSIS**

- For the Debtors to recognize a diagnosis, a claimant should submit at least one report from a qualified physician with information regarding the injured party's diagnosis. Claimants may submit additional documentation, such as x-rays, lab tests and medical exam reports. The submitted evidence should comply with recognized medical standards regarding testing methods, equipment and procedures. The Debtors will not recognize a death certificate alone without accompanying pathology or autopsy findings.

In addition, for the Debtors to recognize a diagnosis, the diagnosis must include the information below:

Mesothelioma - A pathology or operative report that indicates a definitive diagnosis of mesothelioma. The Debtors will not recognize a diagnosis of mesothelioma based on cytology alone, nor a clinical diagnosis of mesothelioma with no pathological evidence.

Lung cancer - Either (1) a statement or report of a physical exam of the Injured Party by the physician providing the diagnosis of lung cancer that causally links the lung cancer to asbestos exposure or (2) a diagnosis of asbestos-related lung cancer by a board-certified pathologist or surgical pathologist that includes a diagnosis of an underlying bilateral asbestos-related non-malignant disease (i.e., bilateral asbestosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification) based upon (a) a chest x-ray read of 1/1 or higher by a certified B-reader, (b) a HRCT scan read by a qualified physician, or (c) a pathology report.

#### **PART 6: ALLEGED EXPOSURE**

- In Part 6A, identify whether the claimant alleges the Injured Party was exposed to asbestos from asbestos-containing products for which Aldrich is alleged to be responsible. The products for which Aldrich is alleged to be responsible are the same products for which former Ingersoll-Rand Company was alleged to be responsible. Then, answer the questions with respect to the Injured Party's occupational and non-occupational alleged exposures to asbestos products which you allege are attributable to Aldrich equipment.
- In Part 6B, identify whether the claimant alleges the Injured Party was exposed to asbestos from asbestos-containing products for which Murray is alleged to be responsible. The products for which Murray is alleged to be responsible are the same products for which former Trane U.S. Inc. was alleged to be responsible. Then, answer the questions with respect to the Injured Party's occupational and non-occupational alleged exposures to asbestos products which you allege are attributable to Murray equipment.
- In Part 6C, answer the questions with respect to the Injured Party's occupational and non-occupational alleged exposures to asbestos unrelated to Aldrich and Murray.
- In Part 6, "secondary" or "household" exposure means alleged exposure when another person who worked with or around asbestos or asbestos-containing products (the "Primary Exposed Person") brought home asbestos fibers on his or her clothes. In the case of secondary exposure, list information for jobs and non-occupational contexts where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure.

#### **PART 7: INJURED PARTY'S ECONOMIC LOSS INFORMATION**

- Provide the information requested in Part 7 regarding the Injured Party's alleged economic losses and dependents.

#### **PART 8: LITIGATION AND OTHER CLAIMS RELATED TO THE INJURED PARTY'S ALLEGED ASBESTOS EXPOSURE**

- Provide the information requested in Part 8 regarding all payments received from Trusts and entities that are not Trusts (e.g., other defendants).
- Then, for every lawsuit based on the Injured Party's mesothelioma or lung cancer (or any other asbestos-related condition, whether or not Aldrich, Murray, Ingersoll-Rand Company or Trane U.S. Inc. was a defendant in the lawsuit), provide the requested information in Part 8A and complete Tables A, B, and C.
- The term "DWOP" in Tables A and C means "dismissed without payment." You should check this box if the claim was dismissed for any reason without a payment from the defendant.

#### **PART 9: CERTIFICATION**

- Either the claimant or the claimant's attorney must sign the appropriate certification.

#### **PART 10: ATTACHMENT OF TRUST CLAIM FORMS**

- The claimant must submit copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B (or the electronic equivalent if submitted electronically), along with any attached documents such as deposition transcripts, affidavits, invoices, etc. Alternatively, the claimant may execute the authorization attached as Exhibit 1 for Aldrich and Murray to obtain the claim forms and their attachments directly from the Trusts.

#### **PART 11: OTHER CASE DOCUMENTS**

- The claimant must attach copies of the following documents:
  - o All depositions taken in any lawsuits listed in Part A that relate in any way to the Injured Party's alleged exposures to asbestos or asbestos-containing products.
  - o All written discovery (including interrogatories and requests for admission) you or your attorney have answered on your behalf in any of the lawsuits listed in part A.
  - o All expert reports produced by any party in a lawsuit listed in Part A.
  - o Social Security printout and copy of union or employment records relevant to the Injured Party's asbestos exposure (where available); and
  - o Copy of medical records (or autopsy report) confirming diagnosis of mesothelioma or lung cancer.

**DUTY TO SUPPLEMENT**

- The claimant is under a duty to timely supplement his or her responses to this Questionnaire if he or she learns that a prior response is in some material respect incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the Debtors. The duty to supplement is not limited to providing documents or information that existed at the time of an initial or prior response but, rather, includes any additional information without reference to the date of its existence. This would include, for example, new information learned about exposures to asbestos.

OCCUPATION AND INDUSTRY CODES			
<b>INSTRUCTIONS:</b> Use these Occupation and Industry codes when completing <b>PART 6: ALLEGED EXPOSURE</b>			
<b>Occupation Codes</b>			
Code	Occupation	Code	Occupation
<b>O-1</b>	Non-occupational / do-it-yourself (DIY)	<b>Construction and Extraction Occupations</b>	
<b>Management Occupations</b>		<b>O-43</b>	First-line supervisors and foremen of construction trades and extraction workers
<b>O-2</b>	Industrial production managers	<b>O-44</b>	Boilermakers
<b>O-3</b>	Farmers, ranchers, and other agricultural managers	<b>O-45</b>	Brickmasons, blockmasons, and stonemasons
<b>O-4</b>	Construction managers	<b>O-46</b>	Carpenters
<b>O-5</b>	Architectural and engineering managers	<b>O-47</b>	Carpet, floor, and tile installers and finishers
<b>O-6</b>	Other management occupation (describe)	<b>O-48</b>	Cement masons, concrete finishers, and terrazzo workers
<b>Architecture and Engineering Occupations</b>		<b>O-49</b>	Construction laborers
<b>O-7</b>	Architects, except naval	<b>O-50</b>	Paving, surfacing, and tamping equipment operators
<b>O-8</b>	Agricultural engineers	<b>O-51</b>	Drywall installers and ceiling tile installers
<b>O-9</b>	Chemical engineers	<b>O-52</b>	Drywall tapers/drywall finishers
<b>O-10</b>	Civil engineers	<b>O-53</b>	Electricians
<b>O-11</b>	Environmental engineers	<b>O-54</b>	Glaziers
<b>O-12</b>	Marine engineers and naval architects	<b>O-55</b>	Insulation workers
<b>O-13</b>	Mechanical engineers	<b>O-56</b>	Painters, construction and maintenance
<b>O-14</b>	Petroleum engineers	<b>O-57</b>	Paperhangers
<b>O-15</b>	Engineers, all other	<b>O-58</b>	Pipelayers, plumbers, pipefitters, and steamfitters
<b>O-16</b>	Other architecture & engineering occupation	<b>O-59</b>	Plasterers and stucco masons
<b>Transportation Occupations</b>		<b>O-60</b>	Roofers
<b>O-17</b>	Chemical and hazardous materials transport operators	<b>O-61</b>	Sheet metal workers
<b>O-18</b>	Railroad brake, signal, and switch operators	<b>O-62</b>	Structural iron and steel workers
<b>O-19</b>	Locomotive engineers and operators	<b>O-63</b>	Construction and building inspectors
<b>O-20</b>	Other transportation (describe)	<b>O-64</b>	Hazardous materials removal workers
<b>Protective Service Occupations</b>		<b>O-65</b>	Mining machine operators
<b>O-21</b>	First-line supervisors or foremen of fire fighting and prevention workers	<b>O-66</b>	Derrick, rotary drill, and service unit operators, for oil, gas, and mining
<b>O-22</b>	Firefighters	<b>O-67</b>	Crane and tower operators
<b>O-23</b>	Other protective service occupation (describe)	<b>O-68</b>	Hoist and winch operators
<b>Installation, Maintenance, and Repair Occupations</b>		<b>O-69</b>	Other construction and extraction occupations (describe)
<b>O-24</b>	First-line supervisors, foremen or managers of mechanics, installers, and repairers	<b>Production Occupations</b>	
<b>O-25</b>	Aircraft mechanics and service technicians	<b>O-70</b>	First-line supervisors, foremen, or managers of production and operating workers
<b>O-26</b>	Railroad mechanics and repairers	<b>O-71</b>	Engine and other machine assemblers
<b>O-27</b>	Automotive body and related repairers	<b>O-72</b>	Structural metal fabricators and fitters
<b>O-28</b>	Automotive service technicians and mechanics	<b>O-73</b>	Crushing, grinding, polishing, mixing, and blending workers
<b>O-29</b>	Bus and truck mechanics and diesel engine specialists	<b>O-74</b>	Cutting workers
<b>O-30</b>	Heavy vehicle and mobile equipment service technicians and mechanics	<b>O-75</b>	Machinists
<b>O-31</b>	Small engine mechanics	<b>O-76</b>	Metal furnace operators, tenders, pourers, and casters
<b>O-32</b>	Control and valve installers and repairers	<b>O-77</b>	Welding, soldering, and brazing workers
<b>O-33</b>	Heating, air conditioning, and refrigeration mechanics and installers	<b>O-78</b>	Plating and coating machine setters, operators, and tenders, metal and plastic
<b>O-34</b>	Industrial and refractory machinery mechanics	<b>O-79</b>	Stationary engineers and boiler operators
<b>O-35</b>	Maintenance and repair workers, general	<b>O-80</b>	Chemical processing machine setters, operators, and tenders
<b>O-36</b>	Maintenance workers, machinery	<b>O-81</b>	Painting workers
<b>O-37</b>	Millwrights	<b>O-82</b>	Tire builders
<b>O-38</b>	Manufactured building and mobile home installers	<b>O-83</b>	Other machine operator
<b>O-39</b>	Riggers	<b>O-84</b>	Other production occupation (describe)
<b>O-40</b>	Other installation, maintenance, and repair occupation (describe)	<b>Other Occupations</b>	
<b>Life, Physical, and Social Science Occupations</b>		<b>O-85</b>	Salespersons, cashiers, and clerks
<b>O-41</b>	Chemical technicians and chemical laboratory technicians	<b>O-86</b>	Janitors and building cleaners
<b>O-42</b>	Other life, physical, and social scientists (describe)	<b>O-87</b>	Other (describe)

**Naval Occupations**

Code	Occupation	Code	Occupation
N-1	Aviation structural mechanic	N-15	Gunner's mate
N-2	Aviation support equipment technician	N-16	Hull technician/Pipefitter/Shipfitter
N-3	Boiler tender/Boiler technician/Boilerman	N-17	Internal communications
N-4	Boilers officer	N-18	Machinery repairman
N-5	Builder	N-19	Machinist's mate
N-6	Construction electrician	N-20	Main engines officer
N-7	Construction mechanic	N-21	Main propulsion assistant
N-8	Damage controlman/Damage control assistant	N-22	Missile technician
N-9	Electrical officer	N-23	Molder
N-10	Electrician's mate	N-24	Opticalman
N-11	Engineer officer/Chief engineer	N-25	Ships serviceman
N-12	Engineman	N-26	Torpedoman's mate
N-13	Equipment operator	N-27	Utilitiesman
N-14	Fireman/Fireman apprentice	N-28	Other (describe)

**Industry Codes**

Code	Industry	Code	Industry
I-1	Non-occupational/do-it-yourself (DIY)	<b>Transportation</b>	
<b>Mining/extraction</b>		I-19	Truck transportation
I-2	Asbestos mining	I-20	Rail transportation
I-3	Non-metallic mining other than asbestos	<b>Utilities and waste management services</b>	
I-4	Metal ore mining	I-21	Electric and gas utilities and distribution
I-5	Oil and gas extraction	I-22	Water, sewer, steam, air-conditioning, heating, and irrigation systems
<b>Construction</b>		I-23	Sewage and water treatment facilities
I-6	Construction (residential)	I-24	Asbestos abatement
I-7	Construction (commercial)	<b>Military</b>	
I-8	Construction (industrial)	I-25	U.S. Navy
I-9	Municipal/infrastructure construction	I-26	Other Armed Forces, Military Reserves, or National Guard Branch
<b>Manufacturing/repairing</b>		<b>Other services and professionals</b>	
I-10	Asbestos product manufacturing	I-27	Automotive repair and maintenance
I-11	Textile, yarn, thread, fabric, and knitting mills/manufacturing	I-28	Gasoline stations
I-12	Pulp, paper, and paperboard mills/manufacturing	I-29	Commercial and industrial machinery and equipment repair and maintenance
I-13	Chemical/petroleum refining	I-30	Architectural, engineering, and related services
I-14	Cement, concrete, lime, and gypsum/drywall products manufacturing	<b>Other</b>	
I-15	Blast furnaces and steel mills	I-31	Other (describe; use for any other industry in categories above or in any other category)
I-16	Iron, aluminum, and other metals foundries/mills/manufacturing		
I-17	Ship and boat building and repairing		
I-18	Motor vehicles and motor vehicle equipment manufacturing		

**EQUIPMENT CODES**

**INSTRUCTIONS:** Use these Equipment codes when completing **PART 6: ALLEGED EXPOSURE**

**Aldrich Equipment Codes**

Code	Equipment Name	Equipment Also Known As
P-01	Ingersoll-Rand Compressor	
P-02	Ingersoll-Rand Condenser	
P-03	Ingersoll-Rand Pump	
P-04		Aldrich Pump
P-05		Cameron Pump
P-06		Ingersoll-Dresser Pump or IDP
P-07	Ingersoll-Rand Turbine	
P-08		Dresser-Rand Turbine
P-09	Ingersoll-Rand Drilling Equipment	
P-10		S&S Scoops

P-11	Ingersoll-Rand Mining Equipment	
P-12		Lee Norse Mining Equipment
P-13		S&S Mining Equipment
P-14		Simmons-Rand Mining Equipment
<b>Murray Equipment Codes</b>		
<b>Code</b>	<b>Equipment Name</b>	<b>Equipment Also Known As</b>
P-15	American Blower Industrial Fans	
P-16	American Standard Boiler	
P-17		Acme
P-18		American Radiator Company
P-19		American Radiator and Standard Sanitary
P-20		Arco
P-21		Arcofire
P-22		Arcoflash
P-23		Arcola
P-24		Arcoleader
P-25		Arcoliner
P-26		Electra
P-27		Empire
P-28		Exbrook
P-29		Fox
P-30		Ideal
P-31		Invincible
P-32		Ideal
P-33		Invincible
P-34		Magazine
P-35		Oakmont
P-36		Redflash
P-37		Severn
P-29		Standard
P-30		Sunbeam
P-31	American Standard Furnace	
P-32	American Standard Valves	
P-33		Arco
P-34		Belknap
P-35		Detroit Lubricants
P-36		D.T. Williams
P-37		Ideal
P-38	Fox Furnace	
P-39	Kewanee Boiler	
P-40	Majestic Fireplace	
P-41	Murray Boiler	
P-42	Murray Turbine	
P-43	Ross Heat Exchanger	
P-44	Sunbeam Furnace	
P-45	Trane Absorber	
P-46	Trane Air Handling Unit	
P-47	Trane Boiler	
P-48	Trane Chiller	
P-49	Trane Compressor	
P-50	Trane Evaporator	
P-51	Trane Furnace	
P-52	Trane HVAC unit	
P-53	Trane Radiator	
P-54	Trane Refrigeration Unit	
P-55	Trane Steam Traps	
P-56	Trane Valves	
P-57	Union Switch & Signal railroad signaling equipment	
P-58	Union Switch & Signal railroad switching equipment	
P-59	WABCO Railroad Compressor	
P-60	WABCO Railroad brakes	
P-61		COBRA Railroad brake shoes
P-62	WABCO Heavy mining equipment	
P-61		Le Tourneau heavy mining equipment
P-62	WABCO Off-road vehicle equipment	
P-63		WABCO Haulpak trucks

**PART 1: STATUS OF ALDRICH AND MURRAY CLAIMS**

Select the status of your claim against Aldrich:

- ☐ Pending  
☐ Would have been filed absent bankruptcy stay  
☐ Dismissed or withdrawn  
☐ Settled and paid If so, amount of settlement with Aldrich/Old Ingersoll-Rand Company: \$ \_\_\_\_\_  
☐ Settled and unpaid If so, amount of settlement with Aldrich/Old Ingersoll-Rand Company: \$ \_\_\_\_\_  
☐ Resolved by judgment If so, amount of judgment against Aldrich/Old Ingersoll-Rand Company: \$ \_\_\_\_\_  
☐ Not based on a diagnosis of mesothelioma or lung cancer  
☐ I do not assert a claim against Aldrich

Select the status of your claim against Murray:

- ☐ Pending  
☐ Would have been filed absent bankruptcy stay  
☐ Dismissed or withdrawn  
☐ Settled and paid If so, amount of settlement with Murray/Old Trane U.S. Inc.: \$ \_\_\_\_\_  
☐ Settled and unpaid If so, amount of settlement with Murray/Old Trane U.S. Inc.: \$ \_\_\_\_\_  
☐ Resolved by judgment If so, amount of judgment against Murray/Trane U.S. Inc.: \$ \_\_\_\_\_  
☐ Not based on a diagnosis of mesothelioma or lung cancer  
☐ I do not assert a claim against Murray

If you did not check any of the yellow-shaded boxes in this Part 1, you may stop after completing Parts 2, 3, and 4 of this Questionnaire.

**PART 2: INJURED PARTY INFORMATION** (See instructions above for Part 2 for definition of "Injured Party")

Last Name:		First Name:		Middle Initial:	Suffix:	Date of Birth (mm/dd/yyyy)
Sex (M/F):	Social Security Number:		Foreign Tax ID (if applicable):		Estate Tax ID (if applicable):	
City of Residence:		State of Residence:	Postal Code:	Country (if outside the US):		
Country of birth:			Date immigrated to United States (if applicable):			

**PART 3: RELATED CLAIMANT INFORMATION (if different than INJURED PARTY)** (See instructions above for Part 3 for definition of "Related Claimant")

Last Name:		First Name:		Middle Initial:	Suffix:	Date of Birth (mm/dd/yyyy)
Sex (M/F):	Social Security Number :			Foreign Tax ID (if applicable):		
City of Residence:		State of Residence:	Postal Code:		Country (if outside the US):	

Relationship to Injured Party:

Additional Related Claimants (use additional copies of this page to provide information above for such claimants):

**PART 4: LAW FIRM INFORMATION**

Name of Firm Responding to Questionnaire:

Firm Mailing or Street Address:

Firm City:	Firm State:	Zip Code:	Phone No.: (Area Code) ###-####
Name of Firm Contact:		Email Address:	

Other Law Firms that represent Claimant with Respect to an asbestos-related claim (whether in lawsuits, in making claims against Trusts, or sharing, for any reason, in the contingent fee for legal services for any claim you are making related to asbestos:

If, in response to Part 1, you did not check any box labeled "pending" or "would have been filed absent bankruptcy stay," you may stop here as you do not have to answer the remainder of this Questionnaire. Conversely, if, in response to Part 1, you did check any box labeled "pending" or "would have been filed absent bankruptcy stay," please continue and respond to the remainder of this Questionnaire.

#### PART 5A: INFORMATION ON MESOTHELIOMA DIAGNOSIS

Has the Injured Party been diagnosed with Mesothelioma? (Y/N) \_\_\_\_\_

Date of first diagnosis of Mesothelioma (mm/dd/yyyy): \_\_\_\_\_

Type of Mesothelioma: ☐ Pleural ☐ Peritoneal ☐ Other If Other, identify: \_\_\_\_\_

Is the Injured Party deceased? (Y/N) \_\_\_\_\_

If so, Date of Death (mm/dd/yyyy): \_\_\_\_\_

Has the Injured Party been diagnosed with a different asbestos-related condition at any time? (Y/N): \_\_\_\_\_

If so, identify the condition: \_\_\_\_\_

#### PART 5B: INFORMATION ON LUNG CANCER DIAGNOSIS

Has the Injured Party been diagnosed with Lung Cancer? (Y/N) \_\_\_\_\_

Date of first diagnosis of Lung Cancer (mm/dd/yyyy): \_\_\_\_\_

Has a licensed medical physician attributed the diagnosis of Lung Cancer to asbestos exposure? (Y/N): \_\_\_\_\_

If yes, what is the name of that licensed medical physician: \_\_\_\_\_

If yes, what was the date of the diagnosis attributing the lung cancer to asbestos exposure (mm/dd/yyyy): \_\_\_\_\_

Did the Injured Party ever smoke cigarettes? (Y/N): \_\_\_\_\_

If so, during what period of time did the injured party smoke cigarettes (yyyy to yyyy): \_\_\_\_\_ to \_\_\_\_\_

If so, how many packs of cigarettes per day did the injured party smoke?: \_\_\_\_\_

Are there medical records that confirm the injured party's smoking history? (Y/N): \_\_\_\_\_

Is the Injured Party deceased? (Y/N) \_\_\_\_\_

If so, Date of Death (mm/dd/yyyy): \_\_\_\_\_

Has a licensed medical physician diagnosed the Injured Party with asbestosis? (Y/N): \_\_\_\_\_

If so, was the diagnosis of asbestosis pathological? (Y/N): \_\_\_\_\_

If yes, what is the name of that licensed medical physician: \_\_\_\_\_

If yes, what was the date of the diagnosis of asbestosis (mm/dd/yyyy): \_\_\_\_\_

Has the Injured Party been diagnosed with any asbestos-related condition other than those above at any time? (Y/N): \_\_\_\_\_

If so, identify the condition: \_\_\_\_\_

**PART 6A: ALLEGED EXPOSURE TO ASBESTOS FROM ALDRICH EQUIPMENT**

**INSTRUCTIONS:** Answer the questions regarding the Injured Party's alleged exposure to asbestos for which Aldrich is or was responsible ("Aldrich Exposure"). Complete a separate section for every job in which claimant alleges Aldrich Exposure, as well as any site where claimant alleges non-occupational Aldrich Exposure. Use as many copies of the following two pages as necessary to answer for all jobs and non-occupational sites where alleged Aldrich Exposure occurred and assign a number for each job or non-occupational site. **In the case of secondary exposure**, list information for job or non-occupational site where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure during the periods when the Secondary Exposed Person claims exposure.

Does claimant allege Aldrich Exposure? ☐ Yes ☐ No

**ALLEGED ALDRICH EXPOSURE – SITE # \_\_\_\_\_ (one page per site; use additional pages if more than one site is at issue)**

Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Aldrich Exposure because of his or her job (whether full-time or part-time)  
☐ Non-occupational: Injured Party experienced Aldrich Exposure for reasons unrelated to his or her job  
☐ Secondary/Household: Injured Party alleges contact with someone who experienced Aldrich Exposure

For Secondary/Household, provide the following information:

Relationship between Injured Party and Primary Exposed Person: \_\_\_\_\_

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? \_\_\_\_\_

During what period of time did the Injured Party come into contact with asbestos from the Primary Exposed Person (yyyy to yyyy) \_\_\_\_\_ to \_\_\_\_\_

Site Type ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other \_\_\_\_\_ (describe)  
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e. name and location of plant, refinery, etc.) of alleged exposure (for Secondary claims, list sites where Primary Exposed Person was allegedly exposed):

City	State	Country	Employer (if applicable)
Occupation Code: (see codes on pages 4-5)	Industry Code: I- (see codes on page 5)	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
Aldrich Exposure Start Date (mm/dd/yyyy)	Aldrich Exposure End Date (mm/dd/yyyy)	Frequency of Aldrich exposure alleged at this site (e.g., once, more than once but infrequently, a few times a year, monthly, weekly, daily, etc.):	

Please check the Aldrich Equipment Codes that apply (see Codes on page 5)

☐ P-01, ☐ P-02, ☐ P-03, ☐ P-04, ☐ P-05, ☐ P-06, ☐ P-07, ☐ P-08, ☐ P-09, ☐ P-10, ☐ P-11, ☐ P-12, ☐ P-13, ☐ P-14

Describe the activity that resulted in the asbestos exposure:

If you checked Equipment Code P-01 for Ingersoll-Rand Compressor, please check if you performed the following.

For every activity checked, note the frequency in the space provided.

- ☐ Personally removed asbestos-containing gaskets from Aldrich equipment  
☐ Personally removed asbestos-containing packing from Aldrich equipment  
☐ Personally replaced asbestos-containing gaskets from Aldrich equipment  
☐ Personally replaced asbestos-containing packing from Aldrich equipment  
☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Aldrich equipment

Is the information you provided above as to Equipment Code P-01 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-01 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person: \_\_\_\_\_.

If you checked Equipment Code P-02 for Ingersoll-Rand Condenser, please check if you performed the following. For every activity checked, note the frequency in the space provided:

- ☐ Personally removed asbestos-containing gaskets from Aldrich equipment  
☐ Personally removed asbestos-containing packing from Aldrich equipment  
☐ Personally replaced asbestos-containing gaskets from Aldrich equipment  
☐ Personally replaced asbestos-containing packing from Aldrich equipment  
☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Aldrich equipment



Is the information you provided above as to Equipment Code P-02 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-02 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you checked Equipment Code P-03, P-04, P-05, P-06 for Ingersoll-Rand pump, please check if you performed the following. For every activity checked, note the frequency in the space provided.

- ☐ Personally removed asbestos-containing gaskets from Aldrich equipment
- ☐ Personally removed asbestos-containing packing from Aldrich equipment
- ☐ Personally replaced asbestos-containing gaskets from Aldrich equipment
- ☐ Personally replaced asbestos-containing packing from Aldrich equipment
- ☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Aldrich equipment

Is the information you provided above as to Equipment Code P-03, P-04, P-05, or P-06 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-03, P-04, P-05, or P-06 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you checked Product Code P-07, P-08 for Ingersoll-Rand turbine, please check if you performed the following. For every activity checked, note the frequency in the space provided:

- ☐ Personally removed asbestos-containing gaskets from Aldrich equipment
- ☐ Personally removed asbestos-containing packing from Aldrich equipment
- ☐ Personally replaced asbestos-containing gaskets from Aldrich equipment
- ☐ Personally replaced asbestos-containing packing from Aldrich equipment
- ☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Aldrich equipment

Is the information you provided above as to Equipment Code P-07 or P-08 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-07 or P-08 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you checked Equipment Code P-09, P-10, P-11, P-12, P-13, P-14 for Ingersoll-Rand drilling/mining products, please check if you performed the following. For every activity checked, note the frequency in the space provided:

- ☐ Personally removed asbestos-containing gaskets from Aldrich equipment
- ☐ Personally removed asbestos-containing packing from Aldrich equipment
- ☐ Personally replaced asbestos-containing gaskets from Aldrich equipment
- ☐ Personally replaced asbestos-containing packing from Aldrich equipment
- ☐ Personally removed asbestos-containing friction products (brakes, clutches) from Aldrich equipment
- ☐ Personally replaced asbestos-containing friction products (brakes, clutches) from Aldrich equipment
- ☐ Worked in the presence of others removing or replacing asbestos-containing gaskets, packing, or friction products (brakes, clutches) from Aldrich equipment

Is the information you provided above as to Equipment Code P-09, P-10, P-11, P-12, P-13, or P-14 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-09, P-10, P-11, P-12, P-13, or P-14 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you believe the Injured Party's exposure to asbestos for which you allege Aldrich is responsible falls outside the Equipment Codes outlined above, please explain in detail the facts and circumstances surrounding the Injured Party's alleged exposure to asbestos for which you believe Aldrich may be liable, whether or not those facts and circumstances are within your personal knowledge, and, if not, provide the name of the person that has personal knowledge as to the described facts and circumstances:

**PART 6B: ALLEGED EXPOSURE TO ASBESTOS FROM MURRAY EQUIPMENT**

**INSTRUCTIONS:** Answer the question regarding the Injured Party's alleged exposure to asbestos for which Murray is or was responsible ("Murray Exposure"). Then, complete a separate section for every job in which claimant alleges Murray Exposure, as well as any site where claimant alleges non-occupational Murray Exposure. Use as many copies of the following two pages as necessary to answer for all jobs and non-occupational sites where alleged Murray Exposure occurred and assign a number for each job or non-occupational site. In the case of secondary exposure, list information for job or non-occupational site where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure during the periods when the Secondary Exposed Person claims exposure.

Does claimant allege Murray Exposure? ☐ Yes ☐ No

**ALLEGED MURRAY EXPOSURE – SITE # \_\_\_\_\_ (one page per site; use additional pages if more than one site is at issue)**

Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Murray Exposure because of his or her job (whether full-time or part-time)  
☐ Non-occupational: Injured Party experienced Murray Exposure for reasons unrelated to his or her job  
☐ Secondary/Household: Injured Party alleges contact with someone who experienced Murray Exposure

For Secondary/Household, provide the following information:

Relationship between Injured Party and Primary Exposed Person: \_\_\_\_\_

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? \_\_\_\_\_

During what period of time did the Injured Party come into contact with asbestos from the Primary Exposed Person (yyyy to yyyy) \_\_\_\_\_ to \_\_\_\_\_

Site Type ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other \_\_\_\_\_ (describe)  
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e. name of plant, refinery, etc.) of alleged exposure (for Secondary claims, list sites where Primary Exposed Person was allegedly exposed):

City	State	Country	Employer (if applicable)
Occupation Code: (see codes on pages 4-5)	Industry Code: I- (see codes on page 5)	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
Murray Exposure Start Date (mm/dd/yyyy)	Murray Exposure End Date (mm/dd/yyyy)	Frequency of Murray exposure alleged at this site (e.g., once, more than once but infrequently, a few times a year, monthly, weekly, daily, etc.):	

Please check the Murray Equipment Codes that apply (see Codes on page 5-6)

- ☐ P-15 ☐ P-16 ☐ P-17 ☐ P-18 ☐ P-19 ☐ P-20 ☐ P-21 ☐ P-22 ☐ P-23 ☐ P-24 ☐ P-25 ☐ P-26 ☐ P-27 ☐ P-28 ☐ P-29 ☐ P-30 ☐ P-31 ☐ P-32  
☐ P-33 ☐ P-34 ☐ P-35 ☐ P-36 ☐ P-37 ☐ P-38 ☐ P-39 ☐ P-40 ☐ P-41 ☐ P-42 ☐ P-43 ☐ P-44 ☐ P-45 ☐ P-46 ☐ P-47 ☐ P-48 ☐ P-49 ☐ P-50  
☐ P-51 ☐ P-52 ☐ P-53 ☐ P-54 ☐ P-55 ☐ P-56 ☐ P-57 ☐ P-58 ☐ P-59 ☐ P-60 ☐ P-61 ☐ P-62 ☐ P-63

Describe the activity that resulted in the asbestos exposure:

If you checked Equipment Code P-15, or P-31 through P-56 please check if you performed the following. For every activity checked, note the frequency in the space provided.

- ☐ Personally removed asbestos-containing gaskets from Murray equipment  
☐ Personally removed asbestos-containing packing from Murray equipment  
☐ Personally replaced asbestos-containing gaskets from Murray equipment  
☐ Personally replaced asbestos-containing packing from Murray equipment  
☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Murray equipment

Is the information you provided above as to Equipment Code P-15, or P-31 through P-56 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-15, or P-31 through P-56 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person: \_\_\_\_\_.

If you checked Equipment Code P-16 through P-30 for boiler, please check if you performed the following. For every activity checked, note the frequency in the space provided.

- ☐ Personally removed asbestos-containing gaskets from Murray boiler equipment  
☐ Personally removed asbestos-containing packing from Murray boiler equipment

- ☐ Personally replaced asbestos-containing gaskets from Murray boiler equipment
- ☐ Personally replaced asbestos-containing packing from Murray boiler equipment
- ☐ Personally removed asbestos-containing thermal insulation from Murray boiler equipment originally installed prior to 1955
- ☐ Personally replaced asbestos-containing thermal insulation from Murray boiler equipment originally installed prior to 1955
- ☐ Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Murray boiler equipment or thermal insulation from Murray boiler equipment originally installed prior to 1955

Is the information you provided above as to Equipment Code P-16 through P-30 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-16 through P-30 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you checked Equipment Code P-57 through P-63, please check if you performed the following.  
For every activity checked, note the frequency in the space provided:

- ☐ Personally removed asbestos-containing gaskets from Murray equipment
- ☐ Personally removed asbestos-containing packing from Murray equipment
- ☐ Personally replaced asbestos-containing gaskets from Murray equipment
- ☐ Personally replaced asbestos-containing packing from Murray equipment
- ☐ Personally removed asbestos-containing friction products (brakes, clutches) from Murray equipment
- ☐ Personally replaced asbestos-containing friction products (brakes, clutches) from Murray equipment
- ☐ Worked in the presence of others removing or replacing asbestos-containing gaskets, packing, or friction products from Murray equipment

Is the information you provided above as to Equipment Code P-57 through P-63 within your personal knowledge (y/n)?

Is the information you provided above as to Equipment Code P-57 through P-63 within the personal knowledge of another person (y/n)? If yes, please provide the name of that person:\_\_\_\_\_.

If you believe the Injured Party's exposure to asbestos for which you allege Murray is responsible falls outside the Equipment Codes outlined above, please explain in detail the facts and circumstances surrounding the Injured Party's alleged exposure to asbestos for which you believe Murray may be liable, whether or not those facts and circumstances are within your personal knowledge, and, if not, provide the name of the person that has personal knowledge as to the described facts and circumstances:

**PART 6C: ALLEGED EXPOSURE TO ASBESTOS FROM PRODUCTS UNRELATED TO ALDRICH AND MURRAY (one page per site; use additional pages if more than one site is at issue)**

**INSTRUCTIONS:** In this section, identify each job or non-occupational site at which the Injured Party allegedly experienced asbestos exposure in any form for which you allege companies other than Aldrich and Murray are responsible ("Non-Aldrich and Non-Murray Exposure"). Use as many copies of this page as necessary to answer for all jobs and non-occupational sites where alleged Non-Aldrich and Non-Murray Exposure occurred and assign a number for each job or non-occupational site. In the case of secondary exposure, list information for job or non-occupational site where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure during the periods when the Secondary Exposed Person claims exposure.

**NON-ALDRICH/NON-MURRAY EXPOSURE (JOB OR NON-OCCUPATIONAL SITE # \_\_\_\_)**

Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Non-Aldrich and Non-Murray Exposure because of his or her job (whether full-time or part-time)  
☐ Non-occupational: Injured Party experienced Non-Aldrich and Non-Murray Exposure for reasons unrelated to his or her job  
☐ Secondary: Injured Party alleges contact with someone who experienced Non-Aldrich and Non-Murray Exposure

For Secondary, provide relationship between Injured Party and Primary Exposed Person: \_\_\_\_\_

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? \_\_\_\_\_

During what period of time did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? \_\_\_\_\_

--	--	--	--

Site Type ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other \_\_\_\_\_ (describe)  
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e., name and location of plant, refinery) of alleged Non-Aldrich and Non-Murray Exposure (for Secondary claims, list sites where Primary Exposed Person was allegedly exposed):

Employer (if applicable; for Secondary, list Primary Exposed Person employer):	City:	State:	Country:

Specify the Occupation Code, Industry Code (see p.4-5—if "Other," please describe), Start & End Dates, and Non-Aldrich and Non-Murray Exposure Dates for each occupation held during which claimant (or Primary Exposed Person) alleges Non-Aldrich or Non-Murray asbestos exposure at this site.

Occupation 1 Code: (see codes on pages 4-5)	Industry Code: I- (see codes on page 5)	Start Date: (____/____/____)	End Date: (____/____/____)	Non-Aldrich and Non-Murray Exposure Dates: (____/____/____)-(____/____/____)
Occupation 2: Code:	Industry Code: I-	Start Date: (____/____/____)	End Date: (____/____/____)	Non-Aldrich and Non-Murray Exposure Dates: (____/____/____)-(____/____/____)
Occupation 3: Code: -	Industry Code: I-	Start Date: (____/____/____)	End Date: (____/____/____)	Non-Aldrich and Non-Murray Exposure Dates: (____/____/____)-(____/____/____)

Describe the activity, including the allegedly asbestos-containing product or products involved and how frequently each activity occurred, that resulted in Non-Aldrich and Non-Murray Exposure (for Secondary, list activity that resulted in exposure of Primary Exposed Person):

If not otherwise identified in attached documents and Trust claim forms, identify any asbestos or asbestos-containing products to which the Injured Party was exposed (e.g., insulation, cement, etc.) and the company that manufactured and/or supplied each product:

Is the information you provided as to this site as to the Injured Party's Non-Aldrich and Non-Murray exposure within your personal knowledge (y/n)?

Is the information you provided as to this site as to the Injured Party's Non-Aldrich and Non-Murray exposure within the personal knowledge of another person (y/n)? If yes, please provide the name of that person(s):\_\_\_\_\_.

**PART 7: INJURED PARTY ECONOMIC LOSS INFORMATION**

**INSTRUCTIONS:** Provide the following information. You do not need to use the Occupation and Industry Codes from pages 4-5.

Was/Has the Injured Party retired? (Y/N): \_\_\_\_\_

If yes, date of retirement: (mm/dd/yyyy) \_\_\_\_\_

If *not retired*, answer the following for current activity; if *retired*, answer the following for activity at retirement date:

Occupation: \_\_\_\_\_ Industry: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

Was the Injured Party employed at the time of diagnosis? (Y/N): \_\_\_\_\_

If yes, answer the following:

Occupation: \_\_\_\_\_ Industry: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

Planned date of retirement but for diagnosis: (mm/dd/yyyy) \_\_\_\_\_

Did the Injured Party leave employment after the diagnosis? (Y/N) \_\_\_\_\_

If yes, date on which Injured Party left employment: (mm/dd/yyyy) \_\_\_\_\_

Does the claimant allege lost wages, lost Social Security, or lost pension? (Y/N): \_\_\_\_\_ Amount: \_\_\_\_\_

Does the claimant allege lost household services? (Y/N): \_\_\_\_\_ Amount: \_\_\_\_\_

Does the claimant seek to recover medical expenses? (Y/N): \_\_\_\_\_ Amount: \_\_\_\_\_

Does the claimant allege any economic loss other than lost wages, lost household services, and medical expenses? (Y/N): \_\_\_\_\_

If yes, describe: \_\_\_\_\_ Amount: \_\_\_\_\_

The Injured Party's Current Marital Status: (check one) ☐ Single, Never Married ☐ Married ☐ Divorced ☐ Widowed ☐ Marriage Annulled  
☐ Legally Separated ☐ Other: (specify) \_\_\_\_\_

If married, age of spouse: \_\_\_\_\_

Please provide information on each non-spouse dependent

Dependent	Disabled? (Y/N)	Age	Dependent	Disabled? (Y/N)	Age
Dependent 1			Dependent 4		
Dependent 2			Dependent 5		
Dependent 3			Dependent 6		

**PART 8: LAWSUITS AND OTHER CLAIMS BASED ON THE INJURED PARTY'S MESOTHELIOMA OR LUNG CANCER (OR OTHER ASBESTOS-RELATED CONDITION)**

**INSTRUCTIONS:** Answer the questions regarding payments received by the claimant. Then, use additional copies of the following page **AND** associated **TABLE A** for **EACH LAWSUIT** seeking compensation based on the Injured Party's mesothelioma or lung cancer (or a separate lawsuit alleging another asbestos-related condition), whether or not (1) Aldrich or Murray was named as a defendant, or (2) the lawsuit remains pending. Use additional pages if more space is required.

Provide the total aggregate payments received by the claimant from all Trusts on account of the Injured Party's mesothelioma or lung cancer:

Provide the total number of Trusts from which the claimant has received a payment on account of the Injured Party's mesothelioma or lung cancer:

Provide the total aggregate payments received by the claimant from all entities that are not Trusts, such as tort system defendants, on account of the Injured Party's asbestos claim:

Provide the total number of non-Trust entities from which the claimant has received a payment on account of the Injured Party's asbestos claim:

**PART 8A: LAWSUITS BASED ON THE INJURED PARTY'S MESOTHELIOMA OR LUNG CANCER (OR SEPARATE LAWSUIT BASED ON ANOTHER ASBESTOS-RELATED CONDITION)**

**LAWSUIT # \_\_\_\_\_ -of - \_\_\_\_\_ (For example, Lawsuit #1 of 3 related lawsuits. Use additional copies of this page to complete the section separately for each related lawsuit.)**

What is the capacity of the claimant (select and fill out for all that apply)?

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Injured Party           | <input type="checkbox"/> Personal Representative/Executor | <input type="checkbox"/> Dependent Child              |
| <input type="checkbox"/> Spouse of Injured Party | <input type="checkbox"/> Wrongful Death Claimant          | <input type="checkbox"/> Other (please specify) _____ |

State (list state): \_\_\_\_\_

Federal court? (Y/N): \_\_\_\_\_

What state county/subdivision or federal district court (fill in the blank):  
\_\_\_\_\_

Case Number / Docket Number (fill in the blank): \_\_\_\_\_

Date first filed (mm/dd/yyyy): \_\_\_\_\_

Disease alleged in this lawsuit \_\_\_\_\_

**Trial Information**

Has this claim been resolved either in whole or in part by trial? (Y/N): \_\_\_\_\_

If yes, please provide further information about the trial:

Was a verdict entered? (Y/N): \_\_\_\_\_

If a verdict was entered, please provide further information about the verdict:

When was the verdict entered? (mm/dd/yyyy): \_\_\_\_\_

Was it a plaintiff verdict or a defense verdict? \_\_\_\_\_

If a plaintiff verdict, please answer the following:

Which defendants were found liable? \_\_\_\_\_

What was the allocation of fault or damages? \_\_\_\_\_

Was there a monetary award to plaintiff (Y/N)? \_\_\_\_\_

If yes, what was the award of compensatory damages? \_\_\_\_\_

Is the case on appeal? (Y/N) \_\_\_\_\_

Complete **attached TABLE A** for all defendants named in this lawsuit

### TABLE A

#### NAMED DEFENDANTS AGAINST WHICH A LAWSUIT FOR ASBESTOS-RELATED PERSONAL INJURY OR WRONGFUL DEATH HAS BEEN FILED

"DWOP" means "dismissed without payment."

LAWSUIT # \_\_\_\_\_ -of- \_\_\_\_\_ (fill in appropriate lawsuit # from PART 8A)

RELATED CASE NUMBER \_\_\_\_\_ (fill in appropriate Case Number from PART 8A)

Named Defendant	Claim Status			Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
1	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
2	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
3	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
4	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
5	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
6	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
7	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
8	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
9	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
10	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
11	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
12	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
13	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
14	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
15	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
16	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
17	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
18	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
19	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
20	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
21	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
22	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
23	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
24	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
25	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	

Note: If more space is required, use additional pages



**PART 8B AND 8C: OTHER CLAIMS RELATED TO THE INJURED PARTY (Information About Claims against Bankruptcy Trusts and Other Entities)**

**INSTRUCTIONS:** Complete attached Table B (claims against bankruptcy trusts) and attached Table C (claims against other entities not previously identified in Table A or Table B) for all such claims based on the Injured Party's mesothelioma, lung cancer or other asbestos-related condition. You must provide information relating to claims against Trusts and against other entities made by or on behalf of the claimant or the Injured Party. Use additional pages if more space is required.

**TABLE B****BANKRUPTCY TRUSTS AGAINST WHICH A CLAIM HAS BEEN FILED FOR ASBESTOS-RELATED PERSONAL INJURY OR WRONGFUL DEATH**

Trust Name	Claim Has Been Filed	Claim Status (check both if applicable)	Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
A&I Corporation Asbestos Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ABB Lummus Global Inc. 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
A-Best Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
AC&S Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Amatex Asbestos Disease Trust Fund	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
APG Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
API, Inc. Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Armstrong World Industries Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ARTRA 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ASARCO LLC Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Bartells Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Brauer 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Burns and Roe Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
C. E. Thurston & Sons Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Celotex Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Christy Refractories Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Combustion Engineering 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Congoleum Plan Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
DII Industries, LLC Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Durabla Manufacturing Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Eagle-Picher Industries Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Federal Mogul U.S. Asbestos Personal Injury Trust (FMP Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Flintkote Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Forty-Eight Insulations Qualified Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Fuller-Austin Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
G-I Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	

Geo. V. Hamilton, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
GST Settlement Facility	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
H. K. Porter Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Hercules Chemical Company, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
J.T. Thorpe Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
JT Thorpe Company Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Kaiser Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Keene Creditors Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Leslie Controls, Inc. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Lykes Tort Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
M. H. Detrick Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Manville Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Maremont Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Metex Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Motors Liquidation Company Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
NGC Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
North American Refractories Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Plant Insulation Company Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
PLI Disbursement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Plibrico Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Porter Hayden Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Quigley Company, Inc. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Raytech Corporation Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Rock Wool Mfg Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Rutland Fire Clay Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Sepco Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Shook & Fletcher Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Skinner Engine Co. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
SPHC Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
State Insulation Corporation Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Stone and Webster Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Swan Asbestos and Silica Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Thorpe Insulation Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United Gilsonite Laboratories Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	

United States Gypsum Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United States Mineral Products Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
UNR Asbestos-Disease Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Utex Industries, Inc. Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Wallace & Gale Company Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Western MacArthur-Western Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
WRG Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Yarway Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Other Trust _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Other Trust _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	

### **TABLE C**

OTHER ENTITIES AGAINST WHICH A CLAIM FOR ASBESTOS-RELATED PERSONAL INJURY OR WRONGFUL DEATH HAS BEEN OR PLANS TO BE ASSERTED (OUTSIDE OF JUDICIAL PROCEEDINGS OR TRUST PROCESSES ALREADY LISTED IN TABLES A AND B), INCLUDING THOSE ENTITIES AGAINST WHICH A LAW FIRM INTENDS TO ASSERT A CLAIM UNDER AN ADMINISTRATIVE AGREEMENT

Company or Other Party	Claim Status			Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
1. Bestwall LLC (Georgia-Pacific)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
2. DBMP LLC (CertainTeed)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
3. Kaiser Gypsum	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
4. Paddock Enterprises LLC (Owens-Illinois)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
5. Fairbanks Company	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
6. ON Marine Services Company LLC (Oglebay Norton Co.)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
7. Duro Dyne National Corp.	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
8. Reilly Benton Co. Inc.	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
9. Imerys Talc America	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
10. Frazier	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
11. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
12. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
13. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
14. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
15. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
16. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
17. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
18. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
19. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
20. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
21. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
22. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
23. Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
Note: If more space is required, use additional pages.				

#### PART 9: CLAIM CERTIFICATION

**INSTRUCTIONS:** This certification must be signed by either the Injured Party/Related Claimant or by the attorney for such party but need not be signed by both.

##### If Completed By Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, I have provided full and complete responses, and included all information available to me, to the questions propounded herein, and all of the information contained in the foregoing responses to this Personal Injury Claim Questionnaire is true, accurate and complete as of the date hereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

##### If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Personal Injury Claim Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Law Firm

#### PART 10: TRUST CLAIM FORMS

Attach copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B, as well as all attachments to such claim forms, such as deposition transcripts, affidavits, invoices, etc. Alternatively, the claimant may execute the form attached as Exhibit 1 to authorize a law firm representing Aldrich and Murray to obtain from Trusts any claim forms submitted to a Trust by or on behalf of the claimant or Injured Party, as well as any attached documents. This requirement applies to claim forms submitted to one or more Trusts (or the equivalent information as to trust claims that you filed with trusts electronically).

#### PART 11: OTHER CASE DOCUMENTS

Attach copies of the following documents:

- a. All depositions taken in any lawsuits listed in Part A that relate in any way to the Injured Party's alleged exposures to asbestos or asbestos-containing products.
- b. All written discovery (including interrogatories and requests for admission) you or your attorney have answered on your behalf in any the lawsuits listed in part A.
- c. All expert reports produced by any party in a lawsuit listed in Part A.
- d. Social Security printout and copy of union or employment records relevant to the Injured Party's asbestos exposure (where available).
- e. Copy of medical records (as defined) confirming diagnosis of mesothelioma or lung cancer.

**Exhibit 1: Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records**

TO WHOM IT MAY CONCERN:

The Claimant named below hereby authorizes each Trust listed in the attachment hereto to provide a copy of any claim form submitted to such Trust, as well as all documents attached to the form by or on behalf of such Claimant (or the equivalent information as to Trust claims filed with Trusts electronically), to the law firms of Jones Day and Evert Weathersby Houff in their capacities as counsel to Aldrich Pump LLC, et al., in its chapter 11 case, docketed as Case No. 20--BK-30608 (Bankr. W.D.N.C.) (the "Bankruptcy Case") at the addresses below:

David Torborg  
Jones Day  
51 Louisiana Avenue  
Washington, D.C. 20001  
dtorborg@jonesday.com

Michael Evert  
Evert Weathersby Houff  
3455 Peachtree Road NE, Suite 1550  
Atlanta, GA 30326  
cmevert@ewhlaw.com

The Claimant has elected to provide this Authorization pursuant to the *Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma and Lung Cancer Claims and Governing the Confidentiality and Use of Information Provided in Responses*, entered in the Bankruptcy Case on \_\_\_\_\_, 2020 [Dkt. No. \_\_\_\_] (the "Questionnaire Order"). The Claimant expressly reserves his or her right to all of the protections of the Questionnaire Order, including, without limitation, the restrictions set forth therein on the uses and disclosure of "Confidential Questionnaire Information." Except for the limited disclosure permitted by this Authorization, the Claimant does not waive, but expressly asserts, his or her rights under any confidentiality provisions applicable under the bankruptcy plan of reorganization, Trust agreement, or Trust distribution procedures under which any given Trust was created or operates.

This Authorization does not permit any Trust to release any information whatsoever, other than a copy of any claim form submitted to any of the listed Trusts by or on behalf of the Claimant (or the equivalent information as to Trust claims filed with Trusts electronically), as well as any attached documents such as deposition transcripts, affidavits, invoices, etc. Without limiting the generality of the foregoing two sentences, the Authorization does not permit any Trust to release information concerning the status of any claim, settlement of any claim, or payment of any claim.

Name of Claimant: \_\_\_\_\_

Claimant Social Security No.: \_\_\_\_\_

Name of Injured Party: \_\_\_\_\_

Injured Party Social Security No.: \_\_\_\_\_

Signature of Claimant or attorney authorized to execute this document for Claimant:

\_\_\_\_\_

Name of signing attorney, if applicable: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: List of Asbestos Settlement Trusts

**Attachment to Exhibit 1: List of Trusts Referenced in Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records**

<b>Trusts</b>	
A&I Corporation Asbestos Bodily Injury Trust	NGC Bodily Injury Trust
ABB Lummus Global Inc. 524(g) Asbestos PI Trust	North American Refractories Company Asbestos Personal Injury Settlement Trust
A-Best Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
AC&S Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
Amatex Asbestos Disease Trust Fund	Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust
APG Asbestos Trust	Plant Insulation Company Asbestos Settlement Trust
API, Inc. Asbestos Settlement Trust	PLI Disbursement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust	Plibrico Asbestos Trust
ARTRA 524(g) Asbestos Trust	Porter Hayden Bodily Injury Trust
ASARCO LLC Asbestos Personal Injury Settlement Trust	Quigley Company, Inc. Asbestos Personal Injury Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	Raytech Corporation Asbestos Personal Injury Settlement Trust
Bartells Asbestos Settlement Trust	Rock Wool Mfg Company Asbestos Trust
Brauer 524(g) Asbestos Trust	Rutland Fire Clay Company Asbestos Trust
Burns and Roe Asbestos Personal Injury Settlement Trust	Sepco Asbestos PI Trust
C. E. Thurston & Sons Asbestos Trust	Shook & Fletcher Asbestos Settlement Trust
Celotex Asbestos Settlement Trust	Skinner Engine Co. Asbestos Trust
Christy Refractories Asbestos Personal Injury Trust	SPHC Asbestos Personal Injury Trust
Combustion Engineering 524(g) Asbestos PI Trust	State Insulation Corporation Asbestos PI Trust
Congoleum Plan Trust	Stone and Webster Asbestos Trust
DII Industries, LLC Asbestos PI Trust	Swan Asbestos and Silica Settlement Trust
Durabla Manufacturing Company Asbestos Trust	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
Eagle-Picher Industries Personal Injury Settlement Trust	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
Federal Mogul U.S. Asbestos Personal Injury Trust (FMP Sub-Fund)	United Gilsonite Laboratories Asbestos Personal Injury Trust
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N Sub-Fund)	United States Gypsum Asbestos Personal Injury Settlement Trust
Flintkote Asbestos Trust	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
Forty-Eight Insulations Qualified Settlement Trust	United States Mineral Products Company Asbestos Personal Injury Settlement Trust
Fuller-Austin Asbestos Settlement Trust	UNR Asbestos-Disease Claims Trust
G-I Asbestos Settlement Trust	Utex Industries, Inc. Successor Trust
Geo. V. Hamilton, Inc. Asbestos Trust	Wallace & Gale Company Asbestos Settlement Trust
GST Settlement Facility	Western MacArthur-Western Asbestos Trust
H. K. Porter Asbestos Trust	WRG Asbestos PI Trust
Hercules Chemical Company, Inc. Asbestos Trust	Yarway Asbestos Personal Injury Trust
J.T. Thorpe Settlement Trust	
JT Thorpe Company Successor Trust	
Kaiser Asbestos Personal Injury Trust	
Keene Creditors Trust	
Leslie Controls, Inc. Asbestos Personal Injury Trust	
Lykes Tort Claims Trust	
M. H. Detrick Company Asbestos Trust	
Manville Personal Injury Settlement Trust	
Maremont Asbestos PI Trust	
Metex Asbestos PI Trust	
Motors Liquidation Company Asbestos Personal Injury Trust	



**EXHIBIT C**

# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

BEAVER

County

For Prothonotary Use Only:

Docket No:

11548-2019

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

### Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Richard J. Shiel, Sr., and Darlene Shiel

Lead Defendant's Name:

A.O. Smith Corporation, et al.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits  
(check one) ☒ outside arbitration limits

Is this a *Class Action Sui*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Leif J. Ocheltree, Esq.

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:

### MASS TORT

- ☒ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:

### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:

### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
  
☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other  
  
☐ Other:

### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:

### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other

- ☐ Zoning Board  
☐ Other:

### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other:

# FORM OF COVER SHEET FOR COMPLAINT

Court of Common Pleas of Beaver County  
Civil Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

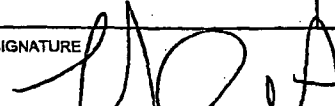
11548-2019

PLAINTIFF'S NAME Richard J. Shiel, Sr., and Darlene Shiel, his wife	DEFENDANT'S NAME A.O. Smith Corporation, et al.,
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS PLEASE SEE ATTACHMENT
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

FILED OR ISSUED  
2018 NOV 19 PM 1:07  
NANCY VERME  
PROTHONOTARY  
BEAVER COUNTY, PA

TOTAL NO. OF PLAINTIFFS 2	TOTAL NO. OF DEFENDANTS 172	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Transfer From Other Jurisdictions
------------------------------	--------------------------------	--

AMOUNT IN CONTROVERSY <input type="checkbox"/> \$25,000 or Less <input checked="" type="checkbox"/> Over \$25,000	CASE TYPE <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Medical Malpractice <input type="checkbox"/> Other Professional Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Other _____ <input type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Ejectment <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Quiet Title <input type="checkbox"/> Partition <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Asbestos <input type="checkbox"/> Domestic Relations <input type="checkbox"/> Divorce <input type="checkbox"/> Custody
---	--

TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant (or Pro Se Litigant) Papers may be served at the address set forth below		
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY (OR PRO SE LITIGANT) Leif J. Ocheltree, Esq. (Goldberg, Persky & White, P.C.)		ADDRESS (SEE INSTRUCTIONS) 11 Starwix Street, Ste. 1800 Pittsburgh, PA 15222
PHONE NUMBER 412-471-3980	FAX NUMBER 412-471-8308	EMAIL ADDRESS JNelson@gpwlaw.com
SIGNATURE 	SUPREME COURT IDENTIFICATION NO. 163508	DATE 11/19/2019

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY  
CIVIL DIVISION

**INITIAL CASE MANAGEMENT CONFERENCE ORDER**

CASE NO: 2019-11548

RICHARD J. SHEIL, SR., AND DARLENE SHEIL

**\*\* VERSUS \*\***

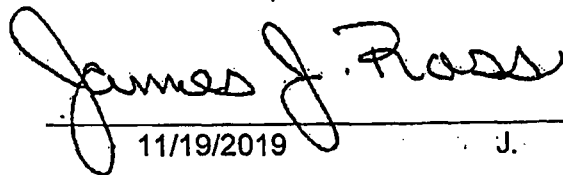
A.O. SMITH CORPORATION, ETAL

The above-captioned case is scheduled for an initial case management conference before Judge ROSS, JAMES J. on February 24, 2020 at a time to be set by future Scheduling Order in Courtroom 6. The attorneys and/or *pro se* litigants must be prepared to advise the Court of their intentions with regard to discovery and pursuit of the case. The Court will set a schedule based upon the discussions at this conference. This conference will not be continued absent a motion for continuance, with good cause shown, presented in Civil Motions Court of this Court held as listed in the court calendar. **It shall be the responsibility of plaintiffs counsel to serve a copy of this Order to all counsel/parties. If this is an appeal from a Magistrate District Judge decision, it shall be the responsibility of the appellants counsel or the appellant to serve a copy of this Order to all counsel/parties.**

It shall be the responsibility of all parties to complete and file with the Court the Civil Case Summary Form provided in the Local Rule of Civil Procedure 301A.

FILED OR ISSUED  
2019 NOV 19 PM 1:07  
NANCY WERME  
PROTHONOTARY  
BEAVER COUNTY, PA

BY THE COURT,

  
11/19/2019 J.

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

CIVIL DIVISION - ASBESTOS

RICHARD J. SHIEL, SR. AND DARLENE  
SHIEL, HIS WIFE,

Plaintiffs,

VS.

A.O. SMITH CORPORATION,  
A.R. WILFLEY & SONS, INC.,  
ABB, INC., as successor to Brown Boveri  
(Individually and as successor-in-interest to ITE  
IMPERIAL CO f/k/a ITE CIRCUIT BREAKER  
COMPANY),  
AECOM ENERGY & CONSTRUCTION, INC.,  
f/k/a URS Energy & Construction, Inc., f/k/a  
Catalytic Construction Company,  
AIR & LIQUID SYSTEMS CORPORATION,  
successor-by merger to Buffalo Pumps, Inc.,  
AIRTEK, INC.,  
AJAX MAGNETHERMIC CORPORATION,  
ALCOA, INC., f/k/a Aluminum Company  
of America,  
ALFA LAVAL, INC.,  
ALLIED GLOVE CORPORATION,  
AMERON INTERNATIONAL CORPORATION,  
successor-in-interest to Bondstrand,  
AMETEK, INC., as successor-in-interest to  
Haveg Industries, Inc.,  
ARMSTRONG INTERNATIONAL, INC.,  
ARMSTRONG PUMPS, INC.,  
ATLAS INDUSTRIES, INC.,  
ATWOOD & MORRILL, d/b/a Weir Valves and  
Controls USA, Inc.,  
AURORA PUMPS,  
BAKER HUGHES, a GE Company, LLC,  
BEAZER EAST, INC., in its own right  
and as successor to Koppers, Co., Inc.,  
and other related companies, including  
Thiem Corporation, Beazer USA, Inc., and  
Beazer, PLC,

GD No. 11548-2019

Code: 012

JURY TRIAL DEMANDED

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Leif J. Ocheltree, Esquire  
PA ID No. 163508

GOLDBERG PERSKY & WHITE, PC

11 Stanwix Street, Suite 1800  
Pittsburgh, PA 15222  
(412) 471-3980

Firm #744

FILED OR ISSUED  
2019 NOV 19 PM 1:06  
NANCY WERME  
PROTHONOTARY  
BEAVER COUNTY, PA

BECHTEL CORPORATION,  
BLUE M CORPORATION,  
BMI REFRACTORY SERVICES, INC.,  
BORGWARNER MORSE TEC LLC,  
BRAND INSULATIONS, INC.,  
BRYAN STEAM, LLC,  
BURNHAM, LLC,  
BW/IP, INC.,  
CAMERON INTERNATIONAL CORPORATION, f/k/a  
Cooper Cameron Corporation,  
CARMEUSE LIME & STONE, INC.,  
CARRIER CORPORATION,  
CARVER PUMP COMPANY,  
CASHCO, INC.,  
CBS CORPORATION, f/k/a Viacom Inc.,  
as Successor by Merger to CBS Corp, f/k/a  
Westinghouse Electric Corporation,  
CEMLINE CORPORATION,  
CERTAINTEED CORPORATION,  
CHICAGO PNEUMATIC TOOL COMPANY, LLC,  
CLARK EQUIPMENT COMPANY,  
CLARK RELIANCE CORPORATION, and its  
division Jerguson Gage and Valve,  
CLEAVER-BROOKS f/k/a AQUA-CHEM,  
CLYDE UNION, INC., d/b/a Clyde Union Pumps,  
individually and as successor-by-merger to Union  
Pump Company,  
COLUMBUS MCKINNON CORP.,  
successor-by-merger to Lift Tech International, Inc.,  
and its Shaw-Box Hoist Division,  
COOPER INDUSTRIES, INC.,  
CORNING INCORPORATED, on behalf of its former  
Corhart Refractories business division,  
CRANE COMPANY, INC.,  
DANA COMPANIES, LLC,  
DEZURIK, INC.,  
DBMP LLC,  
DONALD MCKAY SMITH, Inc.,  
DRAVO CORPORATION,  
E.E. ZIMMERMAN COMPANY,  
EATON CORPORATION, as successor-in-interest  
to Cutler-Hammer, Inc., n/k/a Eaton Electrical Inc.,  
ECODYNE CORPORATION,  
EICHLEAY CORPORATION,  
ELECTROLUX HOME PRODUCTS INC., f/k/a  
WCI Outdoor Products, Inc.,

ELLIOTT COMPANY, f/k/a Elliott Turbomachinery Co.,  
EVOQUA WATER TECHNOLOGIES, INC.,  
FLOWSERVE CORPORATION, f/k/a  
Durametallic Corporation,  
FLOWSERVE CORPORATION, f/k/a Duriron Company, Inc.,  
FLOWSERVE US, INC., solely as successor to  
Nordstrom Audco, Edward Valves Inc., Nordstrom Valves, Inc.,  
and Rockwell Manufacturing Company,  
FLOWSERVE US, INC., f/k/a Flowserve FSD Corp.,  
successor to Valtek International,  
FLSMIDTH DORR-OLIVER, INC., as successor-  
in-interest to Keeler/Dorr-Oliver Boiler Company,  
FLSMIDTH, INC., f/k/a Fuller Company,  
FLUOR CONSTRUCTORS INTERNATIONAL a/k/a  
Fluor Corporation,  
FLUOR CORPORATION,  
FLUOR ENTERPRISES, INC.,  
FMC CORPORATION,  
FOSECO, INC.,  
FOSTER WHEELER LLC,  
GARDNER DENVER, INC.,  
GENERAL ELECTRIC COMPANY,  
GENTEX CORPORATION,  
GENUINE PARTS COMPANY,  
GOULD ELECTRONICS, INC., f/k/a GD-TEK, INC.,  
GOULDS PUMPS, LLC,  
GREENE TWEED & COMPANY,  
GRINNELL, LLC,  
GUARD LINE, INC.,  
HAMWORTHY PEABODY COMBUSTION, INC.,  
HONEYWELL, INC.,  
HONEYWELL INTERNATIONAL, INC., f/k/a Allied  
Signal, Inc., as successor-in-interest to the Bendix  
Corporation,  
HONEYWELL INTERNATIONAL, INC., f/k/a  
Allied Signal, Inc., in its own right and as successor-in-interest  
to Allied Corporation (Wilputte Coke Oven Division), and as  
successor-in-interest to Allied Chemical (Wilputte Coke Oven  
Division), and as successor-in-interest to Wilputte Coke Oven  
Corporation,  
HOWDEN NORTH AMERICA, INC., f/k/a  
Howden Buffalo, Inc.,  
HUNTER SALES CORPORATION,  
I.U. NORTH AMERICA, INC., as successor by  
merger to The Garp Company, formerly known as

The Gage Company, formerly known as  
Pittsburgh Gage and Supply Company,  
IMO INDUSTRIES, INC., f/k/a IMO Delaval, Inc.,  
f/k/a DeValco Corporation Inc., f/k/a  
DeLaval Turbine, Inc.,  
INDUCTOTHERM INDUSTRIES, INC.,  
INDUSTRIAL HOLDINGS CORPORATION,  
f/k/a Carborundum Corporation,  
INDUSTRIAL RUBBER PRODUCTS,  
INGERSOLL-RAND CORPORATION,  
INSUL COMPANY, INC.,  
ITT INDUSTRIES, INC.,  
J-M MANUFACTURING COMPANY, INC.,  
J.M. FOSTER, INC.,  
JOHNSON CONTROLS, INC.,  
JOY GLOBAL SURFACE MINING, INC., f/k/a  
P&H Mining Equipment, f/k/a Harnischfeger Corporation,  
JOY GLOBAL UNDERGROUND MINING, LLC, f/k/a  
Joy Technologies, Inc.,  
LINDBERG,  
LINDBERG MPH,  
M.S. JACOBS & ASSOCIATES, INC.,  
MAGNETEK, INC.,  
MALLINCKRODT US HOLDINGS, LLC,  
McCARLS, INC.,  
MCJUNKIN REDMAN CORPORATION, f/k/a  
MRC Global (US), Inc.,  
MCMASTER CARR SUPPLY,  
MCNEIL (OHIO) CORPORATION,  
McWANE, INC.,  
MET-PRO CORPORATION, and its Dean Pump brand,  
d/b/a Met-Pro Global Pump Solutions,  
METROPOLITAN LIFE INSURANCE COMPANY,  
f/k/a Metropolitan Insurance Company,  
MILWAUKEE VALVE COMPANY,  
MINE SAFETY APPLIANCE COMPANY,  
MINNOTTE CONTRACTING CORPORATION,  
MORGAN ENGINEERING SYSTEMS, INC.,  
MOYNO, INC.,  
MUELLER CO., LLC,  
MUELLER STEAM SPECIALTY,  
MW CUSTOM PAPERS, LLC a/k/a MEAD,  
NAGLE PUMPS, INC.,  
NORTEK GLOBAL HVAC, LLC, as successor by  
merger to Reznor, LLC,  
NORTH AMERICAN MANUFACTURING CO.,



OGLEBAY NORTON COMPANY,  
a/k/a Oglebay Norton Engineered Materials, a/k/a  
ON Marine Services, Inc., and its division,  
The Ferro Engineering Division,  
OSRAM SYLVANIA, INC., in its own right, and  
as successor-in-interest to GTE Products Corporation, The  
Clark Controller Company and A.O. Smith Corporation,  
PNEUMO ABEX, LLC, as successor-in-interest  
to Abex Corporation,  
POWER PIPING COMPANY,  
RCH NEW CO, II LLC, f/k/a Robertson Ceco  
Corporation, an alleged successor to H.H. Robertson  
Company,  
READING CRANE AND ENGINEERING COMPANY,  
RESCO HOLDINGS, L.L.C. as successor to the  
M.W. Kellogg Company,  
RESEARCH-COTTRELL, INC., n/k/a AWT AIR COMPANY, INC.,  
REUNION INDUSTRIES, INC.,  
RHEEM MANUFACTURING COMPANY,  
RILEY POWER, INC., f/k/a Riley Stoker Corporation,  
ROBBINS & MYERS, INC.,  
ROBINSON FANS, INC.,  
RUST ENGINEERING & CONSTRUCTION, INC.,  
f/k/a Treco Construction Services f/k/a the Rust  
Engineering Company,  
SAINT-GOBAIN ABRASIVES, INC.,  
f/k/a Norton Company,  
SAUER, INC.,  
SCHNEIDER ELECTRIC USA, INC., f/k/a Square D Company,  
SEALING DEVICES, INC.,  
SIMAKAS COMPANY, INC.,  
SPIRAX SARCO, INC.,  
SPX COOLING TECHNOLOGIES, INC., f/k/a Marley  
Cooling Technologies, Inc., f/k/a The Marley Cooling  
Tower Company,  
STERLING FLUID SYSTEMS (USA), LLC,  
SULZER PUMPS SOLUTIONS, INC.  
f/k/a AHLSTROM PUMPS, LLC,  
SUNBEAM PRODUCTS, INC., as success-in-interest  
to Sunbeam Corporation,  
SUNDYNE CORPORATION,  
SURFACE COMBUSTION,  
SWINDELL-DRESSLER INTERNATIONAL COMPANY,  
TENOVA INC., f/k/a Tenova Core Inc., f/k/a  
Techint Technologies, Inc., f/k/a Core Furnace Systems Corp.,  
as successor-in-interest to Salem Furnace Company,

THE GOODYEAR TIRE & RUBBER COMPANY,  
THE GORMAN-RUPP COMPANY,  
THE NASH ENGINEERING COMPANY,  
THE WILLIAM POWELL COMPANY,  
THERMO ELECTRIC COMPANY,  
THIEM CORPORATION, and its Division,  
Universal Refractories,  
TRANE U.S. INC., f/k/a American Standard Corporation,  
f/k/a American Radiator & Standard Sanitary, in its  
own right and as successor to Westinghouse Airbrake  
and/or WABCO,  
TUTHILL CORPORATION,  
UNIFLOW MANUFACTURING COMPANY,  
UNION CARBIDE CORPORATION,  
UNITED CONVEYOR CORPORATION,  
UNITED STATES STEEL CORPORATION,  
VELAN VALVE CORPORATION,  
VIKING PUMP, INC.,  
WARREN PUMPS, LLC,  
WASHINGTON GROUP INTERNATIONAL  
f/k/a Raytheon Engineers and Constructors, Inc.,  
and all its domestic subsidiaries including The  
Badger Company, Inc.,  
WATSON McDANIEL COMPANY,  
WATTS REGULATOR CO.,  
WEIL-McLAIN COMPANY,  
WHEELABRATOR AIR POLLUTION CONTROL, INC.,  
WT/HRC CORPORATION, f/k/a Whiting Corporation,  
WTI RUST HOLDINGS, INC.,  
YORK INTERNATIONAL CORPORATION,  
YUBA HEAT TRANSFER LLC,  
ZURN INDUSTRIES, a/k/a Erie City Iron Works,  
Defendants.

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

CIVIL DIVISION - ASBESTOS

RICHARD J. SHIEL, SR. AND DARLENE  
SHIEL, HIS WIFE

GD No.

Plaintiffs,

Code: 12

JURY TRIAL DEMANDED

VS.

A.O. SMITH CORP., et al.,

Defendants.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL  
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
BEAVER COUNTY BAR ASSOCIATION  
798 TURNPIKE STREET  
BEAVER, PA 15009  
TELEPHONE: (724) 728-4888

## COMPLAINT IN CIVIL ACTION

1. The plaintiffs, RICHARD J. SHIEL, SR. AND DARLENE SHIEL, are individuals residing at 3117 Bradbury Drive, Aliquippa, PA 15001.
2. The defendant, A.O. SMITH CORPORATION, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in Milwaukee, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.
3. The defendant, A.R. WILFLEY & SONS, INC., is a corporation incorporated under the laws of the State of Colorado, with its principal place of business located in Englewood, California, and is qualified to do business in the Commonwealth of Pennsylvania.
4. The defendant, ABB, INC. as successor to Brown Boveri (Individually and as successor-in-interest to ITE IMPERIAL CO f/k/a ITE CIRCUIT BREAKER COMPANY), is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.
5. The defendant, AECOM ENERGY & CONSTRUCTION, INC., f/k/a URS Energy & Construction, Inc., f/k/a Catalytic Construction Company, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Greenwood Village, Colorado, and is qualified to do business in the Commonwealth of Pennsylvania.
6. The defendant, AIR & LIQUID SYSTEMS CORPORATION, successor by merger to Buffalo Pumps, is a corporation incorporated under the law of the Commonwealth of Pennsylvania, having its principal place of business in Rochester Hills, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

7. The Defendant, AIRTEK, INC., is a corporation incorporated under the law of the Commonwealth of Pennsylvania, having its principal place of business in Irwin, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

8. The defendant, AJAX MAGNETHERMIC CORPORATION, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in located in the State of Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

9. The defendant, ALCOA, INC., f/k/a Aluminum Company of America, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

10. The defendant, ALFA LAVAL, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Richmond, Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

11. The defendant, ALLIED GLOVE CORPORATION, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

12. The defendant, AMERON INTERNATIONAL CORPORATION, successor-in-interest to Bondstrand, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

13. The defendant, AMETEK, INC., successor-in-interest to Haveg Industries, Inc., is a corporation incorporated under the law of the State of Delaware, having its principal place

of business in Berwyn, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

14. The defendant, ARMSTRONG INTERNATIONAL, INC., is a corporation incorporated under the laws of the State of Michigan, having its principal place of business in Three Rivers, Michigan and is qualified to do business in the Commonwealth of Pennsylvania.

15. The defendant, ARMSTRONG PUMPS, INC., is a corporation having its principal place of business located in Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

16. The defendant, ATLAS INDUSTRIES, INC. is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Carnegie, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

17. The defendant, ATWOOD & MORRILL CO., INC., d/b/a Weir Valves and Controls USA, Inc., is a corporation incorporated under the laws of the State of Massachusetts, with its principal place of business located in the State of Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

18. The defendant, AURORA PUMPS, is a corporation having its principal place of business in the Commonwealth of Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

19. The defendant, BAKER HUGHES, a GE Company, LLC, is a corporation incorporated under the laws of the State of DE with its primary place of business located in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

20. The defendant, BEAZER EAST, INC., in its own right and as successor to Koppers Company, Inc., and other related companies including Thiem Corporation, Beazer USA, Inc., and Beazer PLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

21. The Defendant, BECHTEL CORPORATION is a corporation incorporated under the laws of the State of Nevada with its primary place of business located in San Francisco, California, and is qualified to do business in the Commonwealth of Pennsylvania.

22. The Defendant, BLUE M CORPORATION, is a corporation with its primary place of business located in Riverside, MI and is qualified to do business in the Commonwealth of Pennsylvania.

23. The defendant, BMI REFRACTORY SERVICES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Dover, Delaware, and is qualified to do business in the Commonwealth of Pennsylvania.

24. The Defendant, BORG-WARNER CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Chicago, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

25. The defendant, BRAND INSULATIONS, INC., is a corporation incorporated under the laws of the State of Illinois having its principal place of business in the State of Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

26. The defendant, BRYAN STEAM, LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business in Peru, Indiana and is

qualified to do business in the Commonwealth of Pennsylvania.

27. The defendant, BURNHAM, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Lancaster, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

28. The defendant, BW/IP, INC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business in the State of Texas and is qualified to do business in the Commonwealth of Pennsylvania.

29. The defendant, CAMERON INTERNATIONAL CORPORATION, f/k/a Cooper Cameron Corporation, is a corporation incorporated under the laws of the State of Delaware with its primary place of business located in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

30. The Defendant, CARMEUSE LIME & STONE, INC., is a corporation incorporated under the laws of the State of Delaware, with its primary place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

31. The Defendant, CARRIER CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Hartford, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

32. The defendant, CARVER PUMP COMPANY, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Iowa, and is qualified to do business in the Commonwealth of Pennsylvania.



33. The defendant, CASHCO, INC., is a corporation having its principal place of business in Ellsworth, Kansas, and is qualified to do business in the Commonwealth of Pennsylvania.

34. The defendant, CBS CORPORATION, f/k/a Viacom Inc, as Successor by Merger to CBS Corp. f/k/a Westinghouse Electric Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in New York, New York and is qualified to do business in the Commonwealth of Pennsylvania.

35. The Defendant, CEMLINE CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Cheswick, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania

36. The defendant, CERTAINTEED CORPORATION, is a corporation incorporated under the laws of the State of Maryland, having its principal place of business located in Valley Forge, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

37. The defendant, CHICAGO PNEUMATIC TOOL COMPANY, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Rock Hill, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

38. The defendant, CLARK EQUIPMENT COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in West Fargo, North Dakota, and is qualified to do business in the Commonwealth of Pennsylvania.

39. The defendant, CLARK RELIANCE CORPORATION, and its division Jerguson Gage and Valve, is a corporation incorporated under the laws of the State of Delaware, with its primary place of business located in Strongsville, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

40. The defendant, CLEAVER-BROOKS f/k/a AQUA-CHEM, is a corporation having its principal place of business in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

41. The defendant, CLYDE UNION, INC., d/b/a Clyde Union Pumps, individually and as successor-by-merger to Union Pump Company, is a corporation incorporated under the laws of the State of Michigan, with its principal place of business in Battle Creek, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

42. The defendant, COLUMBUS MCKINNON CORP., success-by-merger to Lift Tech International Inc., and its Shaw-Box Hoist Division, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of New York, and is qualified to do business in the Commonwealth of Pennsylvania.

43. The defendant, COOPER INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Ohio having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

44. The defendant, CORNING INCORPORATED, on behalf of its former Corhart Refractories business division, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Corning, New York, and is qualified to do business in the Commonwealth of Pennsylvania.

45. The defendant, CRANE COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Stamford, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

46. The Defendant, DANA COMPANIES, LLC, is a corporation having its principal place of business located in Toledo, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

47. The defendant, DEZURIK, INC., is a corporation incorporated under the laws of the State of Kansas, having its principal place of business located in Ellsworth, Kansas, and is qualified to do business in the Commonwealth of Pennsylvania.

48. The defendant, DBMP, LLC, is a corporation incorporated under the laws of the State of North Carolina, having its principal place of business located in Malvern, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

49. The defendant, DONALD MCKAY SMITH, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Westlake, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

50. The defendant, DRAVO CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

51. The defendant, E.E. ZIMMERMAN COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

52. The defendant, EATON CORPORATION, as successor-in-interest to Cutler-Hammer, Inc., n/k/a Eaton Electrical Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

53. The Defendant, ECODYNE CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Wilmington, Delaware and is qualified to do business in the Commonwealth of Pennsylvania.

54. The defendant, EICHLEAY CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

55. The defendant, ELECTROLUX HOME PRODUCTS INC., f/k/a WCI Outdoor Products, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Charlotte, North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

56. The defendant, ELLIOTT COMPANY, f/k/a Elliott Turbomachinery Co., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Jeannette, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

57. The defendant, EVOQUA WATER TECHNOLOGIES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Warrendale, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

58. The defendant, FLOWSERVE CORPORATION, f/k/a Durametallic Corporation, is a corporation incorporated under the laws of the State of Michigan, having its principal place of business located in Kalamazoo, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

59. The defendant, FLOWSERVE CORPORATION, f/k/a Duriron Company, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

60. The defendant, FLOWSERVE US, INC., solely as successor to Nordstrom Audco, Inc., Edward Valves Inc., Nordstrom Valves, Inc., and Rockwell Manufacturing Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

61. The defendant, FLOWSERVE U.S., INC., f/k/a Flowserve FSD Corporation, successor to Valtek International, is a corporation incorporated under the laws of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

62. The defendant, FLSMIDTH DORR-OLIVER, INC., as successor-in-interest to Keeler/Dorr-Oliver Boiler Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Utah, and is qualified to do business in the Commonwealth of Pennsylvania.

63. The defendant, FLSMIDTH, INC., f/k/a Fuller Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business

located in Bethlehem, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

64. The defendant, FLUOR CONSTRUCTORS INTERNATIONAL a/k/a Fluor Corporation, is a corporation incorporated under the laws of the State of California, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

65. The defendant, FLUOR CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Irving, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

66. The defendant, FLUOR ENTERPRISES, INC., is a corporation incorporated under the laws of the State of California, having its principal place of business located in Irving, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

67. The defendant, FMC CORPORATION, is a corporation incorporated under the laws of Delaware, having its principal place of business located in the Philadelphia, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

68. The defendant, FOSECO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Bellmawr, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

69. The defendant, FOSTER WHEELER LLC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Livingston, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

70. The defendant, GARDNER DENVER, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located

in Philadelphia, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

71. The defendant, GENERAL ELECTRIC COMPANY, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Fairfield, Connecticut and is qualified to do business in the Commonwealth of Pennsylvania.

72. The defendant, GENTEX CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Commonwealth of Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

73. The Defendant, GENUINE PARTS COMPANY, is a corporation incorporated under the laws of the State of Georgia, having its principal place of business located in Atlanta, and is qualified to do business in the Commonwealth of Pennsylvania.

74. The defendant, GOULD ELECTRONICS, INC., f/k/a GD-TEK, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Eastlake, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

75. The defendant, GOULDS PUMPS, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Delaware, and is qualified to do business in the Commonwealth of Pennsylvania.

76. The defendant, GREENE TWEED & COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business

located in Kulpsville, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

77. The defendant, GRINNELL LLC., is a corporation incorporated under the laws of the state of Mississippi having its principal place of business located in Upper Saddle River, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

78. The defendant, GUARD LINE, INC, is a corporation incorporated under the laws of the State of Texas, having its principal place of business located in Atlanta, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

79. The defendant, HAMWORTHY PEABODY COMBUSTION, INC., is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Wichita, Kansa, and is qualified to do business in the Commonwealth of Pennsylvania.

80. The defendant, HONEYWELL, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Morristown, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

81. The defendant, HONEYWELL INTERNATIONAL f/k/a Allied Signal, Inc. f/k/a Allied Corporation successor-in-interest to Bendix Corporation., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Morris Plains, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

82. The defendant, HONEYWELL INTERNATIONAL, INC., f/k/a Allied Signal, Inc., in its own right and as successor-in-interest to Allied Corporation (Wilputte Coke Oven Division), and as successor-in-interest to Allied Chemical (Wilputte Coke Oven Division), and



as successor-in-interest to Wilputte Coke Oven Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

83. The defendant, HOWDEN NORTH AMERICA, INC., f/k/a Howden Buffalo, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

84. The defendant, HUNTER SALES CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Bethel Park, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

85. The defendant, I.U. NORTH AMERICA, INC., as successor by merger to The Garp Company, formerly known as The Gage Company, formerly known as Pittsburgh Gage and Supply Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Wilmington, Delaware and is qualified to do business in the Commonwealth of Pennsylvania.

86. The defendant, IMO INDUSTRIES, INC., f/k/a IMO DeLaval, Inc., f/k/a DeValco Corporation Inc., f/k/a DeLaval Turbine, Inc. is a corporation incorporated under the laws of the state of New York, having its principal place of business located in New York, and is qualified to do business in the Commonwealth of Pennsylvania.

87. The defendant, INDUCTOTHERM INDUSTRIES, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business

located in Rancocas, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

88. The defendant, INDUSTRIAL HOLDINGS CORPORATION, f/k/a Carborundum Corporation, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of New York, and is qualified to do business in the Commonwealth of Pennsylvania.

89. The defendant, INDUSTRIAL RUBBER PRODUCTS, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

90. The defendant, INGERSOLL-RAND CORPORATION, is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

91. The defendant, INSUL COMPANY, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in East Palestine, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

92. The defendant, ITT INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Mississippi having its principal place of business located in Upper Saddle River, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

93. The defendant, J-M MANUFACTURING COMPANY, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Los Angeles, California, and is qualified to do business in the Commonwealth of Pennsylvania.

94. The defendant, J.M. FOSTER, INC., is a corporation incorporated under the laws of the State of Indiana, having its principal place of business located in Gary, Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

95. The defendant, JOHNSON CONTROLS, INC., and all subsidiaries and related companies including, but not limited to, York International Corporation, is a corporation incorporated under the laws of the State of Wisconsin, having its principal place of business located in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

96. The defendant, JOY GLOBAL SURFACE MINING, INC., f/k/a P&H Mining Equipment, f/k/a Harnischfeger Corporation, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Milwaukee, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

97. The defendant, JOY GLOBAL UNDERGROUND MINING, LLC, f/k/a Joy Technologies, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the Commonwealth of Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

98. The defendant, LINDBERG, is a Delaware Corporation with its principal place of business located in Charlotte, North Carolina, and at times material hereto, was qualified to do business in the Commonwealth of Pennsylvania.

99. The defendant, LINDBERG MPH, is a corporation with its primary place of business located in Riverside, MI and is qualified to do business in the Commonwealth of Pennsylvania.

100. The defendant, M.S. JACOBS & ASSOCIATES, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

101. The Defendant, MAGNETEK, INC., is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Tennessee.

102. The defendant, MALLINCKRODT US HOLDINGS, LLC, is a corporation incorporated under the laws of the State of Missouri, having its principal place of business located in St. Louis, Missouri, and is qualified to do business in the Commonwealth of Pennsylvania.

103. The defendant, MCCARLS INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Beaver Falls, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

104. The defendant, MCJUNKIN REDMAN CORPORATION, f/k/a MRC Global (US) Inc., is a corporation incorporated under the laws of the State of West Virginia, having its principal place of business located in the State of West Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

105. The defendant, MCMASTER CARR SUPPLY, is a corporation incorporated in the State of Illinois, with its primary place of business located in Aurora, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

106. The defendant, MCNEIL (OHIO) CORPORATION, is a corporation incorporated under the laws of the State of Minnesota, with a primary place of business located

in Minneapolis, MN, and is qualified to do business in the Commonwealth of Pennsylvania.

107. The Defendant, McWANE, INC., and its Manchester Tank Division, is a corporation incorporated under the laws of the State of DE, with its principal place of business located in Franklin, TN, and is qualified to do business in the Commonwealth of Pennsylvania.

108. The Defendant, MET-PRO CORPORATION, and its Dean Pump brand, doing business as Met-Pro Global Pump Solutions, is a corporation incorporated under the laws of the State of Pennsylvania, having its principal place of business located in Harleysville, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

109. The defendant, METROPOLITAN LIFE INSURANCE COMPANY, f/k/a Metropolitan Insurance Company., is a corporation incorporated under the laws of the State of New York having its principal place of business located in New York and is qualified to do business in the Commonwealth of Pennsylvania.

110. The defendant, MILWAUKEE VALVE COMPANY., is a corporation incorporated under the laws of the State of Wisconsin having its principal place of business located in Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

111. The defendant, MINE SAFETY APPLIANCE COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

112. The defendant, MINNOTTE CONTRACTING CORPORATION., is a corporation incorporated under the Commonwealth of Pennsylvania having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

113. The defendant, MORGAN ENGINEERING SYSTEMS, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

114. The Defendant, MOYNO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Springfield, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

115. The defendant, MUELLER CO., LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Atlanta, Georgia, and is qualified to do business in the Commonwealth of Pennsylvania.

116. The defendant, MUELLER STEAM SPECIALTY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

117. The defendant, MW CUSTOM PAPERS, LLC a/k/a MEAD, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in Richmond, Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

118. The defendant, NAGLE PUMPS, INC., is a corporation incorporated under the laws of the state of Illinois, having its principal place of business located in Chicago Heights, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

119. The defendant, NORTEK GLOBAL HVAC, LLC, as successor by merger to Reznor, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in O'Fallon, Missouri, and is qualified to do business in the

Commonwealth of Pennsylvania.

120. The defendant, NORTH AMERICAN MANUFACTURING CO., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Cleveland, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

121. The defendant, OGLEBAY NORTON COMPANY, a/k/a Oglebay Norton Engineered Materials, a/k/a ON Marine Services, Inc., and its division The Ferro Engineering Division, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

122. The defendant, OSRAM SYLVANIA, INC., in its own right and as successor-in-interest to GTE Products Corporation, The Clark Controller Company and A.O. Smith Corporation, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

123. The defendant, PNEUMO ABEX, LLC, as successor-in-interest to Abex Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Hampton, New Hampshire, and is qualified to do business in the Commonwealth of Pennsylvania.

124. The defendant, POWER PIPING COMPANY, Commonwealth of Pennsylvania, having its principal place of business in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

125. The defendant, RCH NEW CO, II LLC, f/k/a Robertson Ceco Corporation, an alleged successor to H.H. Robertson Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Philadelphia, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

126. The defendant, READING CRANE AND ENGINEERING COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

127. The defendant, RESCO HOLDINGS, L.L.C. as successor to the M.W. Kellogg Company, is a limited liability company incorporated under the laws of the State of Delaware, having its principal place of business in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

128. The defendant, RESEARCH-COTTRELL, INC., n/k/a AWT AIR COMPANY, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Palm Desert, California, and is qualified to do business in the Commonwealth of Pennsylvania.

129. The defendant, REUNION INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

130. The defendant, RHEEM MANUFACTURING COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Atlanta, Georgia, and is qualified to do business in the Commonwealth of Pennsylvania.



131. The defendant, RILEY POWER, INC., f/k/a Riley Stoker Corporation, is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in the State of Michigan and is qualified to do business in the Commonwealth of Pennsylvania.

132. The defendant, ROBBINS & MYERS, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Dayton, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

133. The defendant, ROBINSON FANS, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Zelienople, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

134. The defendant, RUST ENGINEERING & CONSTRUCTION, INC., f/k/a Treco Construction Services f/k/a the Rust Engineering Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Birmingham, Alabama, and is qualified to do business in the Commonwealth of Pennsylvania.

135. The defendant, SAINT-GOBAIN ABRASIVES, INC., f/k/a Norton Company, is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in Worchester, Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

136. The defendant, SAUER, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania having its principal place of business located in West Pittsburgh, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

137. The defendant, SCHNEIDER ELECTRIC USA, INC. f/k/a Square D, is a corporation incorporated under the laws of the State of Illinois having its principal place of business located in Palatine, Illinois and is qualified to do business in the Commonwealth of Pennsylvania.

138. The defendant, SEALING DEVICES, INC., is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Lancaster, New York, and is qualified to do business in the Commonwealth of Pennsylvania.

139. The defendant, SIMAKAS COMPANY, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Mars, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

140. The defendant, SPIRAX SARCO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Blythwood, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

141. The defendant, SPX COOLING TECHNOLOGIES, INC., f/k/a Marley Cooling Technologies, Inc., f/k/a The Marley Cooling Tower Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

142. The defendant, STERLING FLUID SYSTEMS (USA), LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Indianapolis, Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

143. The Defendant, SULZER PUMPS SOLUTIONS, INC. f/k/a AHLSTROM PUMPS, LLC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Easley, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

144. The defendant, SUNBEAM PRODUCTS, INC., as success-in-interest to Sunbeam Corporation, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

145. The defendant, SUNDYNE CORPORATION, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Colorado, and is qualified to do business in the Commonwealth of Pennsylvania.

146. The defendant, SURFACE COMBUSTION, is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in the State of Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

147. The defendant, SWINDELL-DRESSLER INTERNATIONAL COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Coraopolis, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

148. The defendant, TENOVA INC., f/k/a Tenova Core Inc., f/k/a Techint Technologies, Inc., f/k/a Core Furnace Systems Corp., as successor-in-interest to Salem Furnace Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Coraopolis, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

149. The defendant, THE GOODYEAR TIRE & RUBBER COMPANY, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Akron, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

150. The Defendant, THE GORMAN-RUPP COMPANY, is a corporation incorporated under the laws of the State of OH, with its primary place of business located in Mansfield, OH, and is qualified to do business in the Commonwealth of Pennsylvania.

151. The defendant, THE NASH ENGINEERING COMPANY, is a corporation incorporated under the laws of the State of Connecticut, having its principal place of business located in Yarmouth, Maine, and is qualified to do business in the Commonwealth of Pennsylvania.

152. The defendant, THE WILLIAM POWELL COMPANY, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in the State of Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

153. The defendant, THERMO ELECTRIC COMPANY, is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Saddle Brook, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

154. The defendant, THIEM CORPORATION, and its Division, Universal Refractories, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Oak Creek, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

155. The defendant, TRANE U.S. INC., f/k/a American Standard Corporation f/k/a

American Radiator & Standard Sanitary, in its own right and as successor to Westinghouse Airbrake and/or WABCO, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Piscataway, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

156. The defendant, TUTHILL CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its primary place of business located in Burr Ridge, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

157. The defendant, UNIFLOW MANUFACTURING COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Erie, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

158. The defendant, UNION CARBIDE CORPORATION, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Danbury, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

159. The defendant, UNITED CONVEYOR CORPORATION, and its Linde Division, is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located in the State of Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

160. The defendant, UNITED STATES STEEL CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

161. The defendant, VELAN VALVE CORPORATION, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of Vermont, and is qualified to do business in the Commonwealth of Pennsylvania.

162. The defendant, VIKING PUMP, INC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Cedar Falls, Louisiana, and is qualified to do business in the Commonwealth of Pennsylvania.

163. The defendant, WARREN PUMPS, LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Hamilton, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

164. The defendant, WASHINGTON GROUP INTERNATIONAL, f/k/a Raytheon Engineers and Constructors, Inc. and all its domestic subsidiaries, including The Badger Company Inc., is a corporation incorporated under the laws of the state of Massachusetts, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

165. The defendant, WATSON McDANIEL COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pottstown, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

166. The Defendant, WATTS REGULATOR CO., is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in North Andover, Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

167. The defendant, WEIL-MCLAIN COMPANY, is a corporation incorporated under the laws of the State of Indiana, having its principal place of business located in Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

168. The defendant, WHEELABRATOR AIR POLLUTION CONTROL, INC., is a corporation incorporated under the laws of the State of West Virginia, having its principal place of business located in the State of West Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

169. The defendant, WT/HRC CORPORATION, f/k/a Whiting Corporation, is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located in Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

170. The defendant, WTI RUST HOLDINGS, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Hampton, New Hampshire, and is qualified to do business in the Commonwealth of Pennsylvania.

171. The defendant, YORK INTERNATIONAL CORPORATION, is a Delaware corporation with its principal place of business located in Milwaukee, WI, and is qualified to do business in the Commonwealth of Pennsylvania.

172. The defendant, YUBA HEAT TRANSFER LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Tulsa, Oklahoma, and is qualified to do business in the Commonwealth of Pennsylvania.

173. The defendant, ZURN INDUSTRIES, a/k/a Erie City Iron Works, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania having its

principal place of business located in Erie, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

174. The plaintiff, Richard J. Shiel, Sr., worked at J&L Steel in Aliquippa, PA from 1966 to 1985, as a Laborer, Millwright, and in the Multicraft Group.

175. Mr. Shiel worked part time as a Laborer at Sarracino Auto Sales in Burgettstown, PA for a few years in the late 1950s/early 1960s, and has performed auto work on his personal automobiles throughout his life.

176. Mr. Shiel served his country in the United States Navy from 1963 to 1966. Mr. Shiel is not bringing any claims in the instant complaint for exposure to asbestos-containing products during his service in the United States Navy.

177. During a portion of the time set forth above, while employed as set forth above, Mr. Shiel was exposed to and did inhale asbestos dust and asbestos fibers, which caused the conditions as hereinafter set forth, resulting in Plaintiffs impairment.

178. Plaintiff suffers from mesothelioma.

179. Mr. Shiel's mesothelioma was diagnosed on November 13, 2019. Mr. Shiel was unaware of and could not discover the nature and cause of said mesothelioma before November 13, 2019.

**COUNT I**  
**STRICT LIABILITY**

180. The Defendant corporations or their predecessors in interest, at all times relevant, engaged in one or more of the following activities involving asbestos and other ingredients in their materials: the mining, milling, manufacturing, distributing, supplying and/or selling asbestos materials and other dangerous ingredients and products.



181. At all times pertinent hereto, the Defendants acted through their duly authorized agents, servants and employees, who were then and there acting in the course and scope of their employment and in furtherance of the business of said Defendants.

182. As a direct and proximate result of the inhalation of the fibers and dusts contained in the products of Defendants and/or their predecessors-in-interest, Mr. Shiel contracted the diseases set forth herein.

183. The condition of Mr. Shiel is a direct and proximate result of the Defendants' manufacture, and/or production, and/or distribution, and/or supply and/or sale of products containing asbestos and other dangerous ingredients which were inherently, excessively, and ultra-hazardously dangerous to Mr. Shiel and/or lacked elements necessary to make them safe for their intended uses.

184. Mr. Shiel's disease as set forth herein with associated complications was directly and proximately caused by the acts of the Defendants acting through their agents, servants and employees and the Defendants are liable therefore, jointly and severally, to Mr. Shiel for their breach of duty imposed by Section 402A of the Restatement (Second) of Torts,

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT II**  
**NEGLIGENCE BY MANUFACTURERS, SUPPLIERS AND/OR CONTRACTORS**

185. Plaintiffs incorporate the aforementioned paragraphs by reference as though fully set forth herein.

186. The condition of Mr. Shiel is a direct and proximate result of the negligence of the Defendants, both jointly and severally, in that they manufactured, and/or supplied, and/or

sold, and/or used, and/or installed, and/or specified, and/or recommended, and/or removed products containing asbestos and other dangerous ingredients, which products Defendants knew, or in the exercise of reasonable care, should have known, were inherently, excessively, and ultra-hazardously dangerous to Mr. Shiel.

187. Defendants acted in such a manner which was willful, wanton, gross and in total disregard for the health and safety of individuals that might foreseeably be exposed to dust from such asbestos-containing products.

188. Defendants, individually, together and/or as a group, have possessed since 1929 medical and scientific data which indicated that asbestos-containing insulation and other materials were hazardous to health. Prompted by pecuniary motives, the Defendants, individually, together and/or as a group, willfully and wantonly ignored and/or failed to act upon said medical and scientific data. Rather, they conspired together to deceive the public in several aspects: by controlling industry-supported research in a manner inconsistent with the health and safety interest of users and consumers; by successfully tainting reports of medical and scientific data appearing in industry and medical literature; by suppressing the dissemination of certain medical and scientific information relating to the harmful effects of exposure to said products; and by prohibiting the publication of certain scientific and medical articles. Such conspiratorial activities deprived the users, mechanics, laborers and installers of Defendants' said products of the opportunity to determine whether or not they would expose themselves to the unreasonably dangerous asbestos products of said Defendants. As a direct and proximate result of the aforesaid actions, Mr. Shiel was exposed as alleged and contracted the diseases set forth herein.

189. As a direct and proximate result of the actions of the Defendants as aforesaid, and inhalation of asbestos fibers from Defendant's products, Mr. Shiel has suffered severe and serious injuries. He suffers from mesothelioma, an asbestos-related disease, severe pain, and discomfort.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT III**  
**LOSS OF CONSORTIUM**

190. Plaintiff-Wife incorporates the aforementioned paragraphs by reference as though fully set forth herein.

191. As a direct and proximate result of the carelessness, negligence and/or recklessness of the Defendants and of the aforesaid injuries to her husband, the Plaintiff-wife has been damaged as follows:

- a. Plaintiff-Wife has been and will continue to be deprived of the services, society and companionship of her husband;
- b. Plaintiff-Wife has been required to spend money for medicine, medical care, nursing, hospital and surgical attention, medical appliances and household care for the treatment of her husband;
- c. Plaintiff-Wife has been and will continue to be deprived of the earnings of her husband.

WHEREFORE, Plaintiff-Wife DARLENE SHIEL, has been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT IV**  
**AGAINST METROPOLITAN LIFE**

192. Plaintiff incorporates the aforementioned paragraphs by reference hereto as fully set forth herein.

193. In or about the year 1930, and at various times prior and subsequent thereto, up to and including the present time, Defendant Metropolitan Life Insurance Company undertook and assumed a duty to provide the asbestos industry, the scientific community and company users of asbestos with information, inspections, instructions, supervision, recommendations, assistance, notices, reports, methods, findings, cautions, warnings, advice, designs, equipment, safeguards, guidance and services to properly, adequately and reasonably provide safe working conditions, all allegedly to preserve and protect the life, health and safety of employees exposed to asbestos, including Plaintiffs and their co-workers, and particularly to protect them from the dangerous and defective properties of asbestos, asbestos products and compounds and/or other dangerous substances at or about the workplace.

194. Plaintiffs aver that various employers and their employees, including Mr. Shiel and scientists and others similarly situated, were dependent upon the undertakings of Metropolitan to preserve and protect the life, health and safety of individuals, including Plaintiffs, by not assisting the said companies in selling dangerous products.

195. Metropolitan, by its active and passive negligence, failed to exercise the standard of care and skill it was obliged to exercise by reason of its aforesaid undertakings and assumption of duty, thereby causing, creating or permitting dangerous conditions and exposure

to dangerous and defective substances; and thereby failing to properly safeguard Plaintiffs and all others similarly situated.

196. As a result of the aforesaid negligence of the Defendant Metropolitan, Plaintiffs were injured.

WHEREFORE, Plaintiffs, have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT V**  
**AGAINST METROPOLITAN LIFE**

197. Plaintiffs incorporate the above paragraphs by reference as if fully set forth herein.

198. For a number of years, Metropolitan provided insurance coverage for various manufacturers of asbestos-containing products.

199. For a number of years, Dr. A.J. Lanza served as assistant medical director of Metropolitan.

200. At all times relevant, the activities of Dr. Lanza hereinafter described were undertaken as a servant, agent or employee of Metropolitan.

- a. Beginning in approximately 1934, Metropolitan Life Insurance Company and certain asbestos producers and manufacturers including Johns-Manville Corporation and Raybestos Manhattan, through their agents, Vandiver Brown, attorney J.C. Hobart, Sumner Simpson and J. Rohrbach, suggested to Dr. Anthony Lanza, as agent of Metropolitan Life Insurance Company, that Lanza publish a study on asbestos in which Lanza would affirmatively misrepresent material facts about asbestos exposure and concerning the seriousness of the

disease processes, asbestosis and related diseases. This was accomplished through intentional deletion of Lanza's feeling of asbestosis as "fatal" and through other selective editing that affirmatively misrepresented asbestos as causing diseases less serious than they really were known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. This fraudulent misrepresentation and fraudulent nondisclosure was motivated in part by a desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in disputes involving Metropolitan as insurer.

- b. In 1936, American Brake Block Corporation, Asbestos Manufacturing Company, Gatke Corporation, Johns-Manville Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Russell Manufacturing, Union Asbestos and Rubber Company, and United Gypsum Company, entered into an agreement with the Saranac Laboratories. Under this agreement, these companies acquired the power to decide what information Saranac Laboratories could publish about asbestos disease and could also control in what form such publications were to occur. This agreement gave these companies power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to suppress material facts included in any study. On numerous occasions thereafter, these companies together with Metropolitan, exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

- c. On November 11, 1948, representatives of the following companies met at the headquarters of Johns-Manville Corporation; American Brake Block Division of American Brake and Shoe Foundry, Gatke Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Inc., Thermoid Company, Union Asbestos and Rubber Company, United States Gypsum Company and Metropolitan. U.S. Gypsum did not send a representative to the meeting, but instead authorized Vandiver Brown of Johns-Manville to represent its interest at the meeting and to take action on its behalf.
- d. At this November 11, 1948 meeting, these companies and Metropolitan decided to exert their influence to materially alter and misrepresent material facts about the substance of research previously started by Dr. Leroy Gardner at the Saranac Laboratories. Dr. Gardner's research involved the carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then existing standards of dust exposure for asbestos and asbestos products.
- e. At this meeting, these companies and Metropolitan and subsequently their agent, Dr. Vorwald, intentionally and affirmatively determined that Dr. Gardner's work should be edited to delete material facts about the cancer causing propensity of asbestos and the health effects of asbestos on humans and to delete the critique of the dust standards. This was published, as altered, in the scientific literature. These companies and Metropolitan thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, scientists, and persons exposed to asbestos such as the Plaintiffs.

- f. As a direct result of the actions as described above, Dr. Gardner's edited work was published in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that Metropolitan wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of risks, Metropolitan and the companies it joined with affirmatively and deliberately disseminated this misleading publication.
- g. Such action constituted a material affirmative misrepresentation of material facts involving Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was less of a health problem than Dr. Gardner's unedited work indicated.
- h. In 1955, Johns-Manville, for itself and on behalf of Metropolitan, through their agent Kenneth Smith, caused to be published in the AMA Archives of Industrial Health, an article entitled "Pulmonary Disability In Asbestos Workers". This published study materially altered the results of an earlier study in 1949 concerning the same set of workers. This alteration of Dr. Smith's study constituted a fraudulent and material representation about the extent of the risk associated with asbestos inhalation.
- i. In 1955, the National Cancer Institute held a meeting at which Johns-Manville, individually and as an agent for Metropolitan, and A. Vorwald, as their agent, affirmatively misrepresented that there were no existing animal studies concerning the relationship between asbestos exposure and cancer, when, in fact,



Metropolitan was in secret possession of several studies which demonstrated that positive evidence did exist.

- j. Metropolitan approved and ratified and furthered the previous acts of Johns-Manville, Raybestos Manhattan, and A.J. Lanza.

201. The acts of Metropolitan as described above, constitute a fraudulent concealment and/or a fraudulent misrepresentation which proximately caused injury to the Plaintiffs in the following manner:

- a. Metropolitan intended the publication of false and misleading reports and/or the nondisclosure of documented reports of health hazards of asbestos, in order to:
  - i. Maintain a favorable atmosphere for the continued sale and distribution of asbestos and asbestos-related products;
  - ii. Assist in the continued pecuniary gain through the control and reduction of claims;
  - iii. Influence proposed legislation to regulate asbestos exposure;
  - iv. Provide a defense in law suits brought for injury resulting from asbestos disease.
- b. Metropolitan intended reliance upon the published reports regarding the safety of asbestos and asbestos-related products.
- c. Plaintiffs suffered injury as a direct and proximate result of the acts alleged herein.

202. Metropolitan has, as previously stated, altered, influenced, and created significant portions of medical literature which are false and misleading statements concerning the dangers of asbestos exposure and disease. In so doing, Metropolitan, and its aforesaid

agents, provided a body of medical literature which, when relied upon by persons investigating such literature, would have led to a false impression of the dangers of asbestos exposure.

203. Additionally, the publication of such literature acted to inhibit the development of the literature and effectively delayed the dissemination of accurate knowledge of the dangers, Metropolitan owed a duty to the Plaintiffs, and the public as a whole, when contributing to the medical literature to do so in good faith and with the reasonable care expected of any professional contributing to such literature; Metropolitan's failure to do so is willful and wanton negligence and a separate intentional tort creating a duty to compensate the Plaintiffs for injuries sustained as a proximate contributing result of the actions of Metropolitan Life Insurance Company.

204. As a direct and proximately result of the fraudulent concealment and/or fraudulent representation by Metropolitan and its agents, Mr. Shiel suffered the diseases, injuries and damages set forth in the foregoing paragraphs.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT VI**  
**AIDING AND ABETTING AGAINST METROPOLITAN LIFE**

205. Plaintiffs incorporate the aforementioned paragraphs by reference hereto as fully set forth herein.

206. Defendant, Metropolitan Life Insurance Company, individually and in concert with American Brake Block Corporation, Asbestos Manufacturing Company, Gatke Corporation, Johns-Manville Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Russell Manufacturing, Union Asbestos and Rubber Company, United Gypsum

Company, Thermoid Company and others knowingly agreed and conspired among themselves to engage in a course of conduct that was reasonably likely to result in injury to Mr. Shiel.

207. Defendant, Metropolitan Life Insurance Company, knew or should have known that the perversion of the scientific and medical literature as aforesaid would cause the harmful effects of asbestos exposure and would cause Mr. Shiel injury.

208. Defendant, Metropolitan Life Insurance Company, gave substantial assistance and/or encouragement to the conspirators and this aided and abetted their sale of asbestos products in a defective and dangerous condition and their reduction and control of claims against them.

209. The actions of Metropolitan Life Insurance Company make it liable to Plaintiffs pursuant to Section 876 of the Restatement of Torts (Second) since Metropolitan Life Insurance Company has acted in concert with others to cause harm to the Plaintiffs.

210. As a direct and proximate result of the actions of Defendant, Metropolitan Life Insurance Company, Mr. Shiel suffered and will continue to suffer serious bodily injury; endured and will continue to endure great pain and suffering and mental anguish; incurred and will continue to incur medical expenses; lost earnings and earning capacity; and was otherwise damaged.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

**COUNT VII**  
**MISREPRESENTATION AGAINST**  
**METROPOLITAN LIFE INSURANCE COMPANY**

211. Plaintiff incorporates the aforementioned paragraphs by reference hereto as fully set forth herein.

212. The actions of Defendant Metropolitan Life Insurance Company as described above constituted conscious misrepresentation involving risk of physical harm and/or negligent misrepresentation involving risk of physical harm.

213. Metropolitan Life Insurance Company is liable to Plaintiffs for their injury pursuant to Section 310 and 311 of the Restatement of Torts (Second).

214. As a direct and proximate result of the actions of Defendant, Metropolitan Life Insurance Company, Mr. Shiel suffered and will continue to suffer serious bodily injury; endured and will continue to endure great pain and suffering and mental anguish; incurred and will continue to incur medical expenses; lost earnings and earning capacity; and was otherwise damaged.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

### CONCLUSION

For Plaintiff's injuries sustained as a direct and proximate result of exposure to asbestos dust as aforesaid, the Plaintiff demands the following relief in addition to any relief previously stated herein:

- a. Compensation for great pain, suffering and inconvenience;
- b. Compensation for Plaintiff's limitation and preclusion from performing normal activities;
- c. Compensation for great emotional distress;

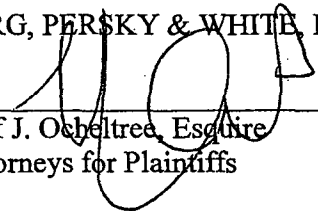
- d. Compensation for Plaintiff's loss of his general health, strength and vitality;
- e. Compensation for medicine, medical care, nursing, hospital and surgical attention, medical appliances and household care;
- f. Punitive and exemplary damages;
- g. Any further relief found just and appropriate by the Court

**JURY TRIAL DEMANDED AS TO ALL COUNTS,**

Respectfully submitted,

GOLDBERG, PERSKY & WHITE, P.C.

By:

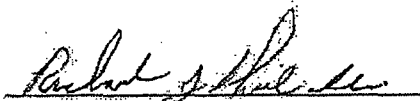
  
\_\_\_\_\_  
Leif J. Ocheltree, Esquire  
Attorneys for Plaintiffs

**VERIFICATION**

I, RICHARD J. SHIEL, SR., hereby certify that the statements set forth in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. The factual matters set forth therein are based upon information which has been furnished to my counsel, or which has been gathered by my counsel as it pertains to this lawsuit; that the language contained in the foregoing is that of counsel and not the undersigned; and, that to the extent that the contents of same is that of counsel the undersigned has relied upon counsel in making this verification.

I understand that this Verification is made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn fabrication to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Date: 11/16/17



Richard J. Shiel, Sr.

**VERIFICATION**

I, DARLENE SHIEL, hereby certify that the statements set forth in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. The factual matters set forth therein are based upon information which has been furnished to my counsel, or which has been gathered by my counsel as it pertains to this lawsuit; that the language contained in the foregoing is that of counsel and not the undersigned; and, that to the extent that the contents of same is that of counsel the undersigned has relied upon counsel in making this verification.

I understand that this Verification is made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn fabrication to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

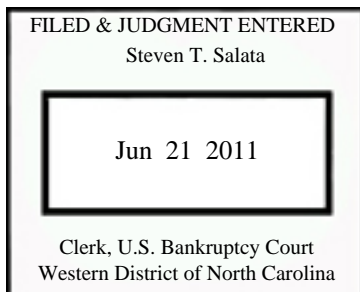
Date: 11/16/2019


Darlene Shiel

Darlene Shiel

**EXHIBIT D**





  
George R. Hodges  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

In Re:	)	Chapter 11
	)	
GARLOCK SEALING TECHNOLOGIES	)	Case No. 10-31607
LLC, et al.	)	
	)	
Debtors. <sup>1</sup>	)	Jointly Administered
	)	

**ORDER AUTHORIZING THE DEBTORS TO ISSUE QUESTIONNAIRE TO  
HOLDERS OF PENDING MESOTHELIOMA CLAIMS AND GOVERNING THE  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on the Motion of the Debtors for an Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Information by Current Asbestos Mesothelioma Claimants (Doc. No. 1006) (hereinafter, the “**Motion**”), the Memorandum of the Official Committee of Asbestos Personal Injury Claimants in Opposition to Motion of the Debtors for an Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Information by Current Asbestos Mesothelioma Claimants (Docket No. 1076), Debtors’ reply thereto (Docket No. 1151), Debtors’ Memorandum in Support of Proposed Form of Mesothelioma Claim Questionnaire (Docket No. 1290), and the Supplemental Response of the Official Committee of

<sup>1</sup> The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC (“Garlock”), Garrison Litigation Management Group, Ltd., and the Anchor Packing Company (“Anchor”).

Asbestos Personal Injury Claimants Regarding a Questionnaire Directed to Current Mesothelioma Claimants (Docket No. 1288). Based upon a review of the Motion, the further submissions of the parties, the evidence presented, and the arguments of counsel, and for the reasons stated on the record on February 17, April 28, May 12, and May 26, 2011, the Court concludes that Debtors should be permitted to take discovery from pending mesothelioma claimants through the mechanism of a personal injury questionnaire for use in estimating the Debtors' aggregate liability for asbestos-related personal injury and wrongful death claims for purposes of formulating a plan of reorganization (the "**Estimation Proceeding**"), subject to the terms and conditions of this Order, and hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED IN PART and DENIED IN PART on the terms and conditions set forth in this Order.
3. The Mesothelioma Claim Questionnaire (the "**Questionnaire**") attached to this Order as Exhibit A and incorporated herein by reference is approved; *provided, however*, that modifications to the form may be made without further Order of the Court on the written consent of the Debtors, the Official Committee of Asbestos Personal Injury Claimants (the "**Committee**"), and the Future Claimants' Representative (the "**FCR**" and, collectively with the Debtors and the Committee, the "**Estimation Parties**").
4. Every person with a lawsuit pending against Garlock or Anchor as of June 5, 2010, for asbestos-related personal injury or wrongful death, who is indicated in Debtors' records as of June 5, 2010 or June 7, 2011, as seeking compensation based on an assertion that such person or another individual contracted mesothelioma as a result of use of and/or exposure

to an asbestos-containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock or Anchor (for purposes of this Order, “**Mesothelioma Claimants**”), is required to complete and return the Questionnaire, pursuant to the deadlines set forth in paragraph 5 below and subject to any objections asserted pursuant to paragraph 6 below.

5. The following deadlines and requirements shall apply:

- a. On or before July 1, 2011, Debtors shall serve the Questionnaire, via direct U.S. mail, on counsel of record for all Mesothelioma Claimants. Debtors shall provide counsel with a unique paper copy of the Questionnaire for each such Mesothelioma Claimant. Debtors shall directly serve Mesothelioma Claimants who are not represented by counsel if the identities and addresses of those claimants are known. The Debtors shall promptly file a certificate of service and provide the Committee and the FCR with an electronic copy of the service list.
- b. Responses to the Questionnaire, whether in electronic or paper form, including all attachments thereto, and all trust claim forms submitted by Mesothelioma Claimants pursuant to the Questionnaire or obtained from any trust pursuant to the optional authorization form incorporated in the Questionnaire,<sup>2</sup> are referred to below as “**Questionnaire Responses**.”
- c. All Mesothelioma Claimants may submit their Questionnaire responses and any attachments in paper form or electronically through a website to

---

<sup>2</sup> The authorization form is set forth as Exhibit 1 to the Questionnaire and is entitled “Claimants’ Optional Authorization for Debtors’ Counsel to Obtain Trust Records.” It is referred to below in this Order as the “**Authorization**.”

be established by the Debtors' Claims Administrator, Rust Consulting ("Rust").

- d. If a Mesothelioma Claimant chooses to submit the Questionnaire response and any attachments electronically, he or she shall complete and submit the Questionnaire on the Rust system no later than November 1, 2011.
- e. If a Mesothelioma Claimant chooses to submit the Questionnaire response and any attachments in paper form, he or she shall complete and submit the Questionnaire and deposit it and any attachments in the U.S. Mail (prepaid), postmarked no later than November 1, 2011, addressed to Rust Consulting, Inc., P.O. Box 9999, Faribault, MN, 55021-9999. Any Mesothelioma Claimant who chooses to submit the Questionnaire response and any attachments in paper form must use the unique, marked paper form that Rust provides to counsel for such claimant. Rust shall send unique, marked paper forms to all Mesothelioma Claimants in the initial service package. All Mesothelioma Claimants submitting Questionnaire Responses in paper form are permitted and encouraged to provide attachments in electronic format, where feasible.
- f. Any executed Authorization submitted in response to the Questionnaire (*see* note 2 above) shall expire and cease to be effective on the earlier of July 31, 2012, or a date fixed by further order of the Bankruptcy Court. Debtors shall not use any Authorization after the operative expiration date thereof.

- g. Rust shall make all Questionnaire Responses readily open to examination in their entirety by the Estimation Parties, their respective bankruptcy counsel and special counsel named in the margin (the “**Bankruptcy Counsel**”),<sup>3</sup> and their respective retained claims estimators named in the margin (the “**Estimation Experts**”).<sup>4</sup>
- h. Rust shall promptly create a database of the Questionnaire Responses; *provided, however*, that personnel for Debtors shall input into Rust’s database information submitted in paper form. Rust shall promptly provide copies of this database to the Estimation Parties, their respective Bankruptcy Counsel, and their respective retained Estimation Experts, and shall supplement those copies promptly if and when additional trust claim forms are obtained from trusts pursuant to any Authorization.
- i. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the

---

<sup>3</sup> For the Debtors, Robinson, Bradshaw & Hinson, P.A. and Rayburn, Cooper & Durham, P.A.; for the ACC, Caplin & Drysdale, Chartered and Moon Wright & Houston, PLLC; for the FCR, Orrick, Herrington & Sutcliffe LLP and Grier, Furr & Crisp, P.A.

<sup>4</sup> For the Debtors: Bates White, LLC; for the ACC, Legal Analysis Systems, Inc.; for the FCR, Hamilton, Rabinovitz & Associates, Inc.

preceding parts (i) through (iii) of this paragraph 5.i., and each such law firm's employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor's consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) Rust and any of its employees, agents, or representatives rendering services in connection with the Estimation Proceeding; (ix) the Court, including secretaries, judicial assistants, law clerks, and other clerical staff; and (x) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.j. immediately below.

- j. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to

submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.i. above, every entity described in subparts (ii) through (vii) of paragraph 5.i. shall execute an Acknowledgment of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit B.1 or Exhibit B.2. Exhibit B.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit B.2 shall be signed in an individual capacity by individuals (such as a witnesses or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.i above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- k. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.

6. Any and all objections, procedural and substantive, that any Mesothelioma Claimant may have to the Questionnaire or to the inquiries set out therein are hereby fully preserved. Mesothelioma Claimants must indicate any objections, including their bases, on the form attached as Exhibit 2 to the Questionnaire (or, if the response is provided electronically, on the Rust electronic system). Mesothelioma Claimants may not lodge objections by attaching or referring to documents. The consequences for failure to complete and timely submit the Questionnaire and any required attachments, and the process for litigating any objections, remain to be determined.

7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding Mesothelioma Claimants. Debtors' objections to such treatment are overruled. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

8. Mesothelioma Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.

9. As a precautionary measure, but not as a precondition to protection, Rust shall stamp any written Questionnaire Responses with the following legend: "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose



agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any Mesothelioma Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

10. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

11. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

12. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

13. Nothing in this Order shall restrict any person’s right to make lawful use of:
- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;

- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 14 below, or any data or material that is or becomes publicly available other than by a breach of this Agreement; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

14. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Mesothelioma Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Mesothelioma Claimant. Likewise,

nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Mesothelioma Claimant.

15. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a **“Third-Party Discovery Demand”**), including a governmental or other regulatory body, such entity (a **“Discovery Target”**) shall provide prompt written notice of any such request or requirement to the Mesothelioma Claimant or Mesothelioma Claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the Mesothelioma Claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any Mesothelioma Claimant, Estimation Party,

or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

16. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR ; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Mesothelioma Claimants, for the Estimation Parties, or for Intervenors of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

17. When the Debtors serve the Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenors, and Mesothelioma Claimants determined by prior order of the Bankruptcy Court to be potentially

affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) Mesothelioma Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate for purposes of formulating a plan of reorganization is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.  
The Judge's signature and court's seal  
appear at the top of the Order

United States Bankruptcy Court

01

<<0123456789>>

# Garlock Sealing Technologies LLC

## MESOTHELIOMA CLAIM QUESTIONNAIRE



<<FIRM\_NAME>>  
<<ATTORNEY>>  
<<ADDRESS\_1>>  
<<CITY>> <<STATE>> <<ZIPCODE>>



<<CLAIMANT\_NAME>>

### MAILING SUMMARY

MAIL DATE: <<MAIL\_DATE>>  
DUE DATE: MONTH XX, 2011  
MAILED TO: <<ATTY\_NAME>>  
CLAIMANT: <<CLAIMANT\_NAME>>



If the pre-printed address to the left is incorrect or out of date, **OR** there is no pre-printed data, check this box and provide your name and current address:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### PURPOSE OF QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC (“**Garlock**”) and The Anchor Packing Company (“**Anchor**,” and collectively with Garlock, the “**Debtors**”) to issue this Questionnaire to every person with a lawsuit pending against Garlock or Anchor as of June 5, 2010, for asbestos-related personal injury or wrongful death, who is indicated in Debtors’ records as of June 5, 2010 or June 7, 2011, as seeking compensation based on an assertion that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos-containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock or Anchor (a “**Pending Mesothelioma Claim**”).

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors’ application to issue this Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants’ Representative are parties adverse to the Debtors.

The purpose of this form is to obtain complete and up to date information about each Pending Mesothelioma Claim with respect to the topics noted below. If you have a Pending Mesothelioma Claim, you must provide accurate, complete, and timely responses to this Questionnaire.

All information provided in response to this Questionnaire will be treated as confidential. The uses and further disclosure of such information shall be restricted in accordance with the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June \_\_\_, 2011. A copy of that Order [Dkt. No. \_\_\_] is attached as Exhibit 3 to the Questionnaire.

### ADMINISTRATOR INFORMATION

If you have a Pending Mesothelioma Claim against Garlock or Anchor, you are directed to complete and submit this Questionnaire on or before November 1, 2011.

You may submit your Questionnaire responses and any attachments electronically through the system supported by Rust Consulting, whom the Debtors have retained as their Claims Administrator. Access to this system and electronic filing instructions are available through the Rust Consulting website at [address]. If you elect to submit your responses and any attachments electronically, please complete and submit the Questionnaire on the Rust Consulting system no later than November 1, 2011.

In the alternative, you have the option of submitting your Questionnaire responses and any attachments by mail. If this is your preference, please deposit your completed Questionnaire, along with any attachments, in the U.S. Mail (prepaid) postmarked no later than November 1, 2011, addressed to:

**RUST CONSULTING, INC., P.O. BOX 2512, FARIBAULT, MN 55021-9512**

Each Pending Mesothelioma Claimant has been provided a unique copy of this Questionnaire. If you answer by mail, you must answer on the unique copy of the Questionnaire provided for you. In addition, if you answer by mail, you are permitted and encouraged to provide any attachments in electronic format, where feasible.





## LIST OF CLAIM FORM SECTIONS AND INSTRUCTIONS

### OCCUPATION AND INDUSTRY CODES

- Contains reference codes for occupation and industry of exposure for use in completing Part 5. For U.S. Navy occupation codes, you may respond by attaching service records.

### PART 1: INJURED PARTY INFORMATION

- Provide identifying information for the Injured Party. As used in this Questionnaire, the term “Injured Party” means the individual whose alleged mesothelioma forms the basis for the Pending Mesothelioma Claim.

### PART 2: RELATED CLAIMANT INFORMATION

- Only complete this section if the claimant (the plaintiff) is a “Related Claimant,” rather than the Injured Party.
- As used in this Questionnaire, the term “Related Claimant” means a person who is not the Injured Party but who is making a claim based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (e.g., the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged wrongful death of the Injured Party).
- Related Claimant IDs (social security number or foreign tax ID) are only required if no ID is provided for the Injured Party or Injured Party’s estate.

### PART 3: LAW FIRM INFORMATION

- Provide contact information for the law firm that represents the claimant in responding to the Questionnaire.

### PART 4: ALLEGED INJURY DIAGNOSIS INFORMATION

- Provide diagnosis information related to the alleged injury and/or death of the Injured Party.

### PART 5: EXPOSURE

- In Part 5A, identify any industrial, commercial or residential location where the claimant alleges exposure to Garlock or Anchor asbestos-containing products. Also, answer the questions concerning the nature of any Garlock/Anchor alleged exposure.
- In Part 5B, identify any industrial, commercial or residential location where the claimant alleges exposure to non-Garlock/Anchor asbestos-containing products.
- In Parts 5A and 5B, “secondary” exposure means alleged exposure through another person who was occupationally exposed (the “primary” exposure); an example is take-home exposure. In the case of secondary exposure, list information for the site where primary exposure occurred and provide the required information regarding the primarily exposed person’s exposure.
- See below for “Option to Respond by Producing Documents”.

### PART 6: LITIGATION AND OTHER CLAIMS RELATED TO THE INJURED PARTY’S ALLEGED ASBESTOS EXPOSURE

- Provide the information requested in Part 6A regarding any lawsuit filed by you or on your behalf based on the Injured Party’s mesothelioma, or any other lawsuit based on the Injured Party’s mesothelioma.
- If you have filed multiple lawsuits based on the Injured Party’s mesothelioma, respond to Part 6A as to each lawsuit filed, whether or not all of those lawsuits named Garlock or Anchor as a defendant.
- Provide the information requested in Part 6B regarding claims against other parties and Trusts by you or on your behalf based on the Injured Party’s mesothelioma.
- The term “DWOP” in Tables A and C means “dismissed without payment.” You should check this box if the claim was dismissed for any reason without a payment from the defendant.
- See below for “Option to Respond by Producing Documents.”

### OPTION TO RESPOND BY PRODUCING DOCUMENTS (APPLICABLE TO PART 5 AND PART 6)

- In lieu of providing a written response to Part 5A, Part 5B, Part 6A, or Part 6B, or any particular question included therein, you may submit verified complaints, interrogatory responses, deposition transcripts of plaintiffs and/or product identification witnesses, or bankruptcy trust claim forms that provide true and complete information responsive to the questions answered by this alternative means, as of the date you submit your response to this Questionnaire.
- You are required to certify that your response to this Questionnaire is true and complete as of the date it is submitted. Therefore, if you choose to respond to any question by attaching documents, you must still ensure that you have provided a true and complete response to the question. If, for example, you or your attorneys have learned additional responsive information since the document was created, you must provide that information in the Questionnaire form or by attaching additional documents, to ensure that your answer is true and complete.
- If, in lieu of a written response, you elect to submit any document longer than twenty pages, identify the document and the relevant part thereof, if this is readily known to you, or, in the alternative, submit only the relevant pages.

### PART 7: CERTIFICATION

- Either the claimant or the claimant’s attorney must sign the appropriate certification.

### PART 8: ATTACHMENT OF TRUST CLAIM FORMS

- The claimant must submit copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B (or the equivalent information as to Trust claims that you filed with Trusts electronically). Alternatively, the claimant may execute the authorization attached as Exhibit 1 for Garlock and Anchor to obtain the claim forms from the Trusts. This requirement applies only to claim forms submitted to one or more Trusts (or the equivalent information as to Trust claims that you filed with Trusts electronically). Although you must provide each complete Trust claim form, you are not required to provide attachments to Trust claim forms submitted in support of Trust claims and, if you choose to execute the authorization, you are not required to authorize Trusts to release attachments to Trust claim forms submitted in support of Trust claims.

If you object to any portion of any question in this Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 2. **You may not lodge objections by attaching or referring to documents.**





## OCCUPATION AND INDUSTRY CODES

**INSTRUCTIONS:** Use these Occupation and Industry codes when completing **PART 5: ALLEGED EXPOSURE**

### Occupation Codes

CODE	OCCUPATION	CODE	OCCUPATION
O-01	Non-occupational / residential / do-it-yourself (DIY)	O-31	Insulator
O-02	Air conditioning and heating installer / maintenance	O-32	Iron worker
O-03	Asbestos miner	O-33	Joiner
O-04	Asbestos plant worker / asbestos manufacturing worker	O-34	Laborer
O-05	Asbestos removal / abatement	O-35	Longshoreman
O-06	Asbestos sprayer / spray gun mechanic	O-36	Machinist / machine operator
O-07	Assembly line / factory / plant worker	O-37	Millwright / mill worker
O-08	Auto mechanic / bodywork / brake repairman	O-38	Mixer / bagger
O-09	Boilermaker	O-39	Non-asbestos miner
O-10	Boiler repairman	O-40	Painter
O-11	Boiler worker / cleaner / inspector / engineer / installer	O-41	Pipefitter
O-12	Building maintenance / building superintendent	O-42	Plasterer
O-13	Brake manufacturer / installer	O-43	Plumber - install / repair
O-14	Brick mason / layer / hod carrier	O-44	Power plant operator
O-15	Burner operator	O-45	Professional (e.g., accountant, architect, physician)
O-16	Carpenter / woodworker / cabinetmaker	O-46	Railroad worker / carman / brakeman / machinist / conductor
O-17	Chipper	O-47	Refinery worker
O-18	Clerical / office worker	O-48	Remover / installer of gaskets
O-19	Construction - general	O-49	Rigger / stevedore / seaman
O-20	Custodian / janitor in office / residential building	O-50	Rubber / tire worker
O-21	Custodian / janitor in plant / manufacturing facility	O-51	Sandblaster
O-22	Electrician / inspector / worker	O-52	Sheet metal worker / sheet metal mechanic
O-23	Engineer	O-53	Shipfitter / shipwright / ship builder
O-24	Firefighter	O-54	Shipyard worker (mainland repair, maintenance)
O-25	Fireman	O-55	Steamfitter
O-26	Flooring installer / tile installer / tile mechanic	O-56	Steelworker
O-27	Foundry worker	O-57	Warehouse worker
O-28	Furnace worker / repairman / installer	O-58	Welder / blacksmith
O-29	Glass worker	O-59	[Intentionally Left Blank]
O-30	Heavy equipment operator (includes truck, forklift, & crane)	O-60	[Intentionally Left Blank]
		O-61	Other (describe)







Naval Occupation Codes

CODE	OCCUPATION	CODE	OCCUPATION
N-1	Boiler technician	N-10	Instrumentman
N-2	Boiler maker	N-11	Molder
N-3	Damage controlman	N-12	Machinist's mate
N-4	Electrician's mate	N-13	Machinery repairman
N-5	Engineman	N-14	Opticalman
N-6	Fireman	N-15	Patternmaker
N-7	Gas turbine system technician	N-16	Pipe fitter
N-8	Hull maintenance technician	N-17	Other (describe)
N-9	Interior communications electrician		

Industry Codes

CODE	INDUSTRY	CODE	INDUSTRY
I-01	Residential / do-it-yourself (DIY)	I-12	Non-asbestos products manufacturing
I-02	Asbestos abatement / removal	I-13	Petrochemical
I-03	Aerospace / aviation	I-14	Railroad
I-04	Asbestos mining	I-15	Shipyard-construction / repair
I-05	Automotive	I-16	Textile
I-06	Chemical	I-17	Tire / rubber
I-07	Construction trades	I-18	U.S. Navy
I-08	Iron / steel	I-19	Utilities
I-09	Longshore	I-20	Asbestos manufacture or milling
I-10	Maritime	I-21	[Intentionally Left Blank]
I-11	Military (other than U.S. Navy)	I-22	Other (describe)
		I-23	Unknown





**PART 1: INJURED PARTY INFORMATION** (See instructions above for Part 1 for definition of "Injured Party")

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Suffix: \_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Social Security Number : \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Foreign Tax ID (if applicable): \_\_\_\_\_ Estate Tax ID (if applicable): \_\_\_\_\_  
City of Residence: \_\_\_\_\_ State of Residence: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Country (if outside the US): \_\_\_\_\_

**PART 2: RELATED CLAIMANT INFORMATION** (if different than INJURED PARTY)

→ See instructions above for Part 2 for definition of "Related Claimant"

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Suffix: \_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
→ Related Claimant ID is only required if no ID is provided for the Injured Party or related estate  
Social Security Number : \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Foreign Tax ID (if applicable): \_\_\_\_\_  
City of Residence: \_\_\_\_\_ State of Residence: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Country (if outside the US): \_\_\_\_\_

**PART 3: RESPONDING LAW FIRM INFORMATION**

Name of Firm: \_\_\_\_\_  
Firm Mailing or Street Address: \_\_\_\_\_  
Firm City: \_\_\_\_\_ Firm State: \_\_\_\_ Zip Code: \_\_\_\_  
Phone No.: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_  
Name of Firm Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

**PART 4: MESOTHELIOMA DIAGNOSIS INFORMATION**

→ **INSTRUCTIONS:** Check all that apply

1. Date of first diagnosis of Mesothelioma: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
2. Name of doctor making first diagnosis (fill in blank): \_\_\_\_\_  
3. Is the Injured Party deceased? ☐ Yes ☐ No  
→ If "Yes", Date of Death: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
4. Was autopsy performed? ☐ Yes ☐ No



**PART 5A: ALLEGED EXPOSURE TO GARLOCK/ANCHOR PRODUCTS**

**INSTRUCTIONS:** Complete for every site where claimant alleges exposure to Garlock or Anchor product. "Secondary" exposure means alleged exposure through another person who was occupationally exposed (the "primary" exposure); an example is take-home exposure. In the case of secondary exposure, list information for the site where primary exposure occurred and provide the required information regarding the primarily exposed person's exposure.

Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

**ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 1)**

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets☐ Personally cut asbestos-containing packing9 ☐ Personally removed asbestos-containing gaskets☐ Personally removed asbestos-containing packing☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Other (please specify): \_\_\_\_\_



## ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 2)

Type of Exposure:

1 ☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets☐ Personally cut asbestos-containing packing9 ☐ Personally removed asbestos-containing gaskets☐ Personally removed asbestos-containing packing☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Other (please specify): \_\_\_\_\_

**ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 3)**

Type of Exposure:

1

☐ Occupational    ☐ Non-Occupational    ☐ Bystander    ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

9

- ☐ Personally cut asbestos-containing gaskets  
☐ Personally cut asbestos-containing packing  
☐ Personally removed asbestos-containing gaskets  
☐ Personally removed asbestos-containing packing  
☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others  
☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others  
☐ Other (please specify): \_\_\_\_\_







## ALLEGED ASBESTOS EXPOSURE TO PRODUCTS OR AT LOCATIONS NOT INVOLVING GARLOCK OR ANCHOR (SITE 2)

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

City

State

Country

Employer (if applicable)

3

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

4

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

5

Start Date:

End Date:

6

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Describe the activity that resulted in asbestos exposure:

7





## ALLEGED ASBESTOS EXPOSURE TO PRODUCTS OR AT LOCATIONS NOT INVOLVING GARLOCK OR ANCHOR (SITE 3)

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

City

State

Country

Employer (if applicable)

3

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

4

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

5

Start Date:

End Date:

6

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Describe the activity that resulted in asbestos exposure:

7





PART 6A: LITIGATION RELATED TO THE INJURED PARTY (Information about Asbestos Lawsuits Filed)

**INSTRUCTIONS:** Use additional copies of this page **AND** associated **TABLE A** for **EACH LAWSUIT** related to the Injured Party, whether or not (1) Garlock or Anchor was named as a defendant, or (2) the lawsuit remains pending. Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

LAWSUIT ## \_\_\_\_\_ -of - \_\_\_\_\_

(For example, Lawsuit #1 of 3 related lawsuits. Use additional copies of this page to complete the section separately for each related lawsuit.)

1

What is the capacity of the claimant (select and fill out for all that apply)?

☐ Injured Party  
☐ Personal Representative/Executor  
☐ Dependent Child  
☐ Spouse of Injured Party  
☐ Wrongful Death Claimant  
☐ Other (please specify): \_\_\_\_\_

State (list state): \_\_\_\_\_

Federal court?: ☐ Yes ☐ No

What state county/subdivision or federal district court (fill in the blank): \_\_\_\_\_

Case Number / Docket Number (fill in the blank): \_\_\_\_\_

Date first filed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

.....

- Was the claimant's deposition taken?

☐ Yes ☐ No

- Was any product identification witness deposed, including the claimant?

☐ Yes ☐ No

- Was any co-worker deposition taken?

☐ Yes ☐ No

2

Has this lawsuit been resolved either in whole or in part (excluding Garlock and Anchor)? ☐ Yes ☐ No

→ If yes: ☐ Whole? ☐ Part?

If the lawsuit has been resolved in whole or in part, excluding Garlock and Anchor, how was it resolved? (check all that apply): ☐ Trial ☐ Settlement

→ If resolved (excluding Garlock and Anchor) at least in part by trial

- When was the trial?:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

- Was there a plaintiff verdict?

☐ Yes ☐ No

- Is the case on appeal?

☐ Yes ☐ No

- Which defendants were found liable? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Part 6A continued:

→ If resolved (excluding Garlock and Anchor) at least in part by trial:

- Was there a monetary award to plaintiff?:

☐ Yes ☐ No

- What was the award of compensatory damages?

\$ \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_

- Has any judgment been satisfied?

☐ Yes ☐ No

- What was the allocation of fault or damages? \_\_\_\_\_

2

3 Complete **attached Table A** for all defendants named in this lawsuit**PART 6B: OTHER CLAIMS RELATED TO THE INJURED PARTY** (*Information About Claims against Bankruptcy Trusts and Other Entities*)

**INSTRUCTIONS:** Complete attached Table B (claims against bankruptcy trusts) and attached Table C (claims against other entities not previously identified in Table A or Table B) for all such claims based on the Injured Party's mesothelioma. You must provide information relating to claims against Trusts and against other entities made by or on behalf of the claimant or the Injured Party. Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.





TABLE A

NAMED DEFENDANTS AGAINST WHICH A LAWSUIT FOR ASBESTOS-RELATED  
PERSONAL INJURIES OR WRONGFUL DEATH HAS BEEN FILED

If you wish to produce documents instead of providing a written response, see “Option to Respond by Producing Documents” on page 2 above, and follow the instructions set forth there.

LAWSUIT ## \_\_\_\_\_ -of- \_\_\_\_\_ (fill in appropriate lawsuit ## from PART 6)

RELATED CASE NUMBER \_\_\_\_\_ (fill in appropriate lawsuit ## from PART 6)

	Named Defendant	Claim Status
1		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
2		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
3		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
4		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
5		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
6		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
7		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
8		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
9		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
10		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
11		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
12		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
13		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
14		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
15		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
16		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
17		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
18		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
19		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
20		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
21		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
22		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
23		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
24		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
25		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled

Note: If more space is required, use additional pages





## TABLE B

**BANKRUPTCY TRUSTS AGAINST WHICH A CLAIM HAS BEEN FILED  
FOR ASBESTOS-RELATED PERSONAL INJURIES OR WRONGFUL DEATH**

**If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.**

	Trust Name	Claim Has Been Filed	Claim Status (check both if applicable)
1	A&I Corporation Asbestos Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
2	A-Best Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
3	AC&S Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
4	Amatex Asbestos Disease Trust Fund	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
5	APG Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
6	API, Inc. Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
7	Armstrong World Industries Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
8	ARTRA 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
9	ASARCO LLC Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
10	Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
11	Bartells Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
12	Brauer 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
13	Burns and Roe Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
14	C. E. Thurston & Sons Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
15	Celotex Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
16	Combustion Engineering 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
17	Congoleum Plan Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
18	DII Industries, LLC Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
19	Eagle-Picher Industries Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
20	Federal Mogul U.S. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
21	Forty-Eight Insulations Qualified Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
22	Fuller-Austin Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
23	G-I Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
24	H. K. Porter Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
25	Hercules Chemical Company, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
26	J.T. Thorpe Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
27	JT Thorpe Company Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
28	Kaiser Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
29	Keene Creditors Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
30	Lummus 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid





Table B Continued:

	Trust Name	Claim Has Been Filed	Claim Status (check both if applicable)
31	Lykes Tort Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
32	M. H. Detrick Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
33	Manville Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
34	Muralo Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
35	NGC Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
36	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
37	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
38	PLI Disbursement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
39	Plibrico Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
40	Porter Hayden Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
41	Raytech Corporation Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
42	Rock Wool Mfg Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
43	Rutland Fire Clay Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
44	Shook & Fletcher Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
45	Skinner Engine Co. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
46	Stone and Webster Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
47	Swan Asbestos and Silica Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
48	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
49	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
50	United States Gypsum Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
51	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
52	United States Mineral Products Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
53	UNR Asbestos-Disease Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
54	Utex Industries, Inc. Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
55	Wallace & Gale Company Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
56	Western MacArthur-Western Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid





TABLE C

OTHER ENTITIES AGAINST WHOM A CLAIM FOR ASBESTOS-RELATED PERSONAL INJURIES OR WRONGFUL DEATH HAS BEEN ASSERTED OUTSIDE OF JUDICIAL PROCEEDINGS OR TRUST PROCESSES

If you wish to produce documents instead of providing a written response, see “Option to Respond by Producing Documents” on page 2 above, and follow the instructions set forth there.

Company or Other Party		Claim Status		
1		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
2		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
3		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
4		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
5		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
6		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
7		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
8		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
9		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
10		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
11		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
12		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
13		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
14		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
15		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
16		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
17		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
18		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
19		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
20		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
21		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
22		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
23		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
24		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
25		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled

Note: If more space is required, use additional pages



**PART 7: CLAIM CERTIFICATION**

**INSTRUCTIONS:** This certification must be signed by either the Injured Party/Related Claimant or by the attorney for such party but need not be signed by both.

→ **If Completed By Claimant:**

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in the foregoing responses to this Mesothelioma Claim Questionnaire is true, accurate and complete as of the date hereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: \_\_\_\_\_

→ **If Completed By Attorney:**

I acknowledge that by submitting the foregoing responses to this Mesothelioma Claim Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: \_\_\_\_\_

**PART 8: TRUST CLAIM FORMS**

Attach copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B. Alternatively, the claimant may execute the form attached as Exhibit 1 to authorize a law firm representing Garlock, Anchor, and their co-debtor Garrison Litigation Management Group, Ltd. to obtain from Trusts any claim forms submitted to a Trust by or on behalf of the claimant or Injured Party. This requirement applies only to claim forms submitted to one or more Trusts (or the equivalent information as to trust claims that you filed with trusts electronically). Although you must provide each complete Trust claim form, you are not required to provide attachments to Trust claim forms submitted in support of Trust claims and, if you choose to execute the authorization, you are not required to authorize Trusts to release attachments to Trust claim forms submitted in support of Trust claims.





## Exhibit 1: Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records

TO WHOM IT MAY CONCERN:

The Claimant named below hereby authorizes each Trust listed in the attachment hereto to provide a copy of any claim form submitted to such Trust by or on behalf of such Claimant (or the equivalent information as to Trust claims filed with Trusts electronically) to the law firm of Robinson, Bradshaw & Hinson, P.A. ("Robinson Bradshaw") in its capacity as counsel to Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and/or The Anchor Packing Company in their jointly administered chapter 11 cases, docketed as Case No. 10-BK-31607 (Bankr. W.D.N.C.) (the "Bankruptcy Cases").

The Claimant has elected to provide this Authorization pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, entered in the Bankruptcy Cases on June \_\_\_, 2011 [Dkt. No. \_\_\_] (the "Questionnaire Order"). The Claimant expressly reserves his or her right to all of the protections of the Questionnaire Order, including without limitation the restrictions set forth therein on the uses and disclosure of Questionnaire Responses (as defined therein). Except for the limited disclosure permitted by this Authorization, the Claimant does not waive, but expressly asserts, his or her rights under any confidentiality provisions applicable under the bankruptcy plan of reorganization, Trust agreement, or Trust distribution procedures under which any given Trust was created or operates.

This Authorization does not permit any Trust to release any information whatsoever, other than a copy of any claim form submitted to any of the listed Trusts by or on behalf of the Claimant (or the equivalent information as to Trust claims filed with Trusts electronically). The Authorization does not extend to attachments to Trust claim forms submitted in support of Trust claims (such as affidavits, deposition transcripts, invoices, or the like). Without limiting the generality of the foregoing two sentences, the Authorization does not permit any Trust to release information concerning the status of any claim, settlement of any claim, or payment of any claim.

This Authorization expires on July 31, 2012.

Name of Claimant: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature of Claimant or attorney authorized to execute this document for Claimant: \_\_\_\_\_

Name of signing attorney, if applicable: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Attachment: List of Asbestos Settlement Trusts







## Attachment to Exhibit 1: List of Trusts Referenced in Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records

TRUSTS	
A&I Corporation Asbestos Bodily Injury Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
A-Best Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
AC&S Asbestos Settlement Trust	PLI Disbursement Trust
Amatex Asbestos Disease Trust Fund	Plibrico Asbestos Trust
APG Asbestos Trust	Porter Hayden Bodily Injury Trust
API, Inc. Asbestos Settlement Trust	Raytech Corporation Asbestos Personal Injury Settlement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust	Rock Wool Mfg Company Asbestos Trust
ARTRA 524(g) Asbestos Trust	Rutland Fire Clay Company Asbestos Trust
ASARCO LLC Asbestos Personal Injury Settlement Trust	Shook & Fletcher Asbestos Settlement Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	Skinner Engine Co. Asbestos Trust
Bartells Asbestos Settlement Trust	Stone and Webster Asbestos Trust
Brauer 524(g) Asbestos Trust	Swan Asbestos and Silica Settlement Trust
Burns and Roe Asbestos Personal Injury Settlement Trust	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
C. E. Thurston & Sons Asbestos Trust	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
Celotex Asbestos Settlement Trust	United States Gypsum Asbestos Personal Injury Settlement Trust
Combustion Engineering 524(g) Asbestos PI Trust	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
Congoleum Plan Trust	United States Mineral Products Company Asbestos Personal Injury Settlement Trust
DII Industries, LLC Asbestos PI Trust	UNR Asbestos-Disease Claims Trust
Eagle-Picher Industries Personal Injury Settlement Trust	Utex Industries, Inc. Successor Trust
Forty-Eight Insulations Qualified Settlement Trust	Wallace & Gale Company Asbestos Settlement Trust
Fuller-Austin Asbestos Settlement Trust	Western MacArthur-Western Asbestos Trust
G-I Asbestos Settlement Trust	
H. K. Porter Asbestos Trust	
Hercules Chemical Company, Inc. Asbestos Trust	
J.T. Thorpe Settlement Trust	
JT Thorpe Company Successor Trust	
Kaiser Asbestos Personal Injury Trust	
Keene Creditors Trust	
Lummus 524(g) Asbestos PI Trust	
Lykes Tort Claims Trust	
M. H. Detrick Company Asbestos Trust	
Manville Personal Injury Settlement Trust	
Muralo Trust	
NGC Bodily Injury Trust	





	PART	QUESTION	BASIS FOR OBJECTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			





**Exhibit 3: Order Authorizing Issuance of Questionnaire and Governing Disclosure and Use of  
Information Provided in Response to the Questionnaire**



**COPY OF PART 5A: ALLEGED EXPOSURE TO GARLOCK/ANCHOR PRODUCTS**

Additional Site Number: \_\_\_\_\_

**ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS**

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: \_\_\_\_\_  
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets☐ Personally cut asbestos-containing packing9 ☐ Personally removed asbestos-containing gaskets☐ Personally removed asbestos-containing packing☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Other (please specify): \_\_\_\_\_



**EXHIBIT B.1 TO ORDER AUTHORIZING THE DEBTORS TO ISSUE  
QUESTIONNAIRE TO HOLDERS OF MESOTHELIOMA CLAIMS AND GOVERNING  
THE CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.j. of the above-referenced Order.*

**A C K N O W L E D G E M E N T**

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above-referenced Order Authorizing the Debtors to Issue Questionnaire to Holders of Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to \_\_\_\_\_ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for

any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 16 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turnover Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT B.2 TO ORDER AUTHORIZING THE DEBTORS TO ISSUE  
QUESTIONNAIRE TO HOLDERS OF MESOTHELIOMA CLAIMS AND GOVERNING  
THE CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions: This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.j. of the above-referenced Order (for example, a self-employed expert or a witness).***

**A C K N O W L E D G E M E N T**

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing the Debtors to Issue Questionnaire to Holders of Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 16 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.




I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT E**



  
George R. Hodges  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES  
LLC, et al.,

Debtors.<sup>1</sup>

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER AUTHORIZING DEBTORS TO ISSUE  
SUPPLEMENTAL EXPOSURE QUESTIONNAIRE AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on the Motion of Debtors for Supplemental Exposure Questionnaire (Docket No. 2130) (hereinafter, the “**Motion**”). Based upon a review of the Motion, the submissions of the parties, the evidence presented, and the arguments of counsel, the Court concludes that Debtors should be permitted to take discovery from certain pending mesothelioma claimants through the mechanism of a supplemental questionnaire for use in estimating Debtors’ aggregate liability for asbestos-related personal injury and wrongful death claims pursuant to the Order for Estimation of Mesothelioma Claims (Docket No. 2102) (the

<sup>1</sup> The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter “Garlock” or “Debtors”).

“**Estimation Proceeding**”), subject to the terms and conditions of this Order, and hereby  
ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED on the terms and conditions set forth in this Order.
3. The Supplemental Exposure Questionnaire attached to this Order as **Exhibit A** and incorporated herein by reference is approved.
4. The persons listed on **Exhibit B** to this Order (for purposes of this Order, “Exposure Sample Claimants”) are required to complete and return the Supplemental Exposure Questionnaire, pursuant to the deadlines set forth below.
5. The following deadlines and requirements shall apply:
  - a. On or before June 29, 2012, Debtors shall serve individually marked copies of the Supplemental Exposure Questionnaire, via direct U.S. mail, on counsel of record for all Exposure Sample Claimants. The Supplemental Exposure Questionnaires shall contain the claimant’s Rust ID number for purposes of linking the response to any previous response to the Questionnaire, and claimants shall use the individually marked copies to make their response. Responses to the Supplemental Exposure Questionnaire are referred to below as “Questionnaire Responses.”
  - b. Exposure Sample Claimants shall submit their responses to the Supplemental Exposure Questionnaire to the Debtors in paper form, postmarked no later than July 31, 2012, addressed to Richard Worf, Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC, 28246.

- c. Debtors shall make all Questionnaire Responses available promptly in electronic format to counsel for the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) and the Future Claimants’ Representative (the “FCR”) (together with the Debtors, the “Estimation Parties”).
- d. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the preceding parts (i) through (iii) of this paragraph 5.d., and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) the Court, including secretaries, judicial assistants, law clerks, and other clerical

staff; and (ix) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.e. immediately below.

- e. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.d. above, every entity described in subparts (ii) through (vii) of paragraph 5.d. shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit C.1 or Exhibit C.2. Exhibit C.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit C.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.d. above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- f. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.
  - g. Exposure Sample Claimants must indicate any objections, including their bases, on the form attached as Exhibit 1 to the Supplemental Exposure Questionnaire.
6. When the Debtors serve the Supplemental Exposure Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.
7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding claimants. Debtors' objections to such treatment are overruled. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.
8. Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.
9. As a precautionary measure, but not as a precondition to protection, counsel for the Debtors shall stamp Questionnaire Responses with the following legend:  
  
"CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER."
10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe

from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

11. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

12. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

13. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

14. Nothing in this Order shall restrict any person’s right to make lawful use of:



- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 15 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

15. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Exposure Sample Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from

Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Exposure Sample Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Exposure Sample Claimant.

16. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a “**Third-Party Discovery Demand**”), including a governmental or other regulatory body, such entity (a “**Discovery Target**”) shall provide prompt written notice of any such request or requirement to the claimant or claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any

Exposure Sample Claimant, Estimation Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

17. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Exposure Sample Claimants, for the Estimation Parties, or for Intervenor of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenor, and Exposure Sample Claimants determined by prior order of the Bankruptcy Court to be potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the

requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Supplemental Exposure Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Supplemental Exposure Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.  
The Judge's signature and court's seal  
appear at the top of the Order.

United States Bankruptcy Court

# EXHIBIT A

## Garlock Sealing Technologies LLC Supplemental Exposure Questionnaire

<<FIRM\_NAME>>  
<<ATTORNEY>>  
<<ADDRESS\_1>>  
<<CITY>> <<STATE>> <<ZIPCODE>>

<<CLAIMANT\_NAME>>  
<<RUST\_ID>>

### MAILING SUMMARY

MAIL DATE: <<MAIL\_DATE>>  
DUE DATE: July 31, 2012  
MAILED TO: <<ATTY\_NAME>>  
CLAIMANT: <<CLAIMANT\_NAME>>

If the pre-printed address above is incorrect or out of date, OR there is no pre-printed data, provide your name and current address:

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

### PURPOSE OF SUPPLEMENTAL EXPOSURE QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC ("**Garlock**") to issue this Supplemental Exposure Questionnaire to certain persons who have alleged that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock.

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors' application to issue this Supplemental Exposure Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative are parties adverse to the Debtors.

The purpose of this Supplemental Exposure Questionnaire is to obtain information pertaining to certain additional topics not covered by the Questionnaire (the "Initial Questionnaire") you previously received pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June 21, 2011 (Docket No. 1390).

A copy of the Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing the Confidentiality and Use of Information Provided in Responses (Docket No. \_\_\_\_\_) (the "Order") is attached hereto as **Ex. 1**. If your name is on **Exhibit B** to the Order you are required to provide a true and complete response to this Supplemental Exposure Questionnaire, sign the certification, and return it to the address below postmarked no later than **July 31, 2012**.

### WHERE TO SEND YOUR SUPPLEMENTAL EXPOSURE QUESTIONNAIRE

If you are subject to the Order, you must return a true and complete response to this Supplemental Exposure Questionnaire, in paper form and with all required attachments, postmarked no later than July 31, 2012 to the following address:

Richard C. Worf  
Robinson, Bradshaw & Hinson, P.A.  
101 N. Tryon St., Suite 1900  
Charlotte, NC 28246  
(704) 377-8135

## INSTRUCTIONS

The purpose of this Supplemental Exposure Questionnaire is to quantify your alleged exposure to asbestos from contact with Garlock products and your cumulative lifetime exposure to asbestos from all other sources. It consists of a request for production of documents, and a series of questions about your asbestos exposure.

In **Part 1**, provide identifying information for the Injured Party for whom the mesothelioma claim against Garlock has been made. The purpose of Part 1 is to identify your response and permit the parties to match your response to your response to the Initial Questionnaire.

In **Part 2**, answer the questions in the Supplemental Exposure Questionnaire. If you can respond fully and completely to all parts of Question 1 (requesting quantification by a scientist in fiber/cc-years and explaining the scientist's methodology for reaching that answer), you do not need to respond to Question 2. If you cannot respond fully and completely to all parts of Question 1, proceed to Question 2. Question 2 asks various questions concerning how you encountered asbestos products.

**Part 3** requires you to attach certain documents from any litigation seeking compensation as a result of the mesothelioma of the alleged Injured Party. To the extent not already provided in response to the Initial Questionnaire, provide a copy of all depositions taken, discovery you or your attorney has answered on your behalf, and all expert reports produced by any party, including you, in any proceeding seeking compensation as a result of the mesothelioma of the alleged Injured Party.

Finally, execute the certification in **Part 4**. Either the claimant or the claimant's attorney must sign the appropriate certification.

### Definitions:

For purposes of this Supplemental Exposure Questionnaire:

"Injured Party" means the alleged injured party whose alleged contact with Garlock products is the basis for the claim asserted in this proceeding.

"Asbestos Source" means any product, raw material, or other substance from which asbestos exposure occurred or is alleged to have occurred.

“Exposure Scientist” means a person with expertise in estimating cumulative exposure to asbestos.

**If you object to any portion of any question in this Supplemental Exposure Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 1.**



## PART 1: INJURED PARTY INFORMATION

Last Name:

First Name:

Middle Initial:

Social Security Number:

## PART 2: EXPOSURE QUESTIONS

**INSTRUCTIONS:** Begin with Question 1. If you can respond fully and completely to all parts of Question 1, proceed to Part 3. If you cannot respond fully and completely to all parts of Question 1, proceed to Question 2.

### QUESTION 1

a. Has the claimant engaged an Exposure Scientist to quantify the Injured Party's lifetime asbestos exposure? (Yes/No) \_\_\_\_\_

If the answer to subpart (a) is "yes," proceed to subparts (b) through (f). If "no," proceed to Question 2.

b. What is the Exposure Scientist's estimation of the Injured Party's total fiber/cc-years of exposure from all Asbestos Sources? In answering this question, you must include all Asbestos Sources, not merely the sources which can be identified by the name brand or manufacturer of the specific products.

c. What is the Exposure Scientist's estimation of the Injured Party's total fiber/cc-years of exposure that originated from asbestos in Garlock products?

d. What methodology did the Exposure Scientist use to compute the Injured Party's fiber/cc-years of exposure?

e. What data was provided to the Exposure Scientist which he or she used to estimate the Injured Party's exposures?

f. If the estimation is supported by the written report of the Exposure Scientist, provide a copy of that report with your answers to these questions.

## QUESTION 2

**INSTRUCTIONS:** Answer Question 2 only if you cannot respond fully and completely to all parts of Question 1.

To answer Question 2, first complete **Table 1** for *each* job site where the Injured Party was exposed to asbestos. If the Injured Party had more than five such job sites, you may list only the five job sites where the Injured Party spent the most cumulative time.

Then, complete a separate **Table 2** for *each* job title the Injured Party had at every job site for which you complete Table 1 and *each* Asbestos Source to which the Injured Party was exposed at that site while the Injured Party held that job title.

For example, if the Injured Party worked at Site 1, had Job Titles X and Y, and was exposed to Asbestos Source A during Job Title X and Asbestos Sources B and C during Job Title Y, you would complete Table 1 for Site 1, and three copies of Table 2: one for Job Title X/Asbestos Source A, one for Job Title Y/Asbestos Source B; and one for Job Title Y/Asbestos Source C.

Make additional copies of Tables 1 and 2 as needed.

**Table 1.** Complete Table 1 for each Job Site where the Injured Party was exposed to asbestos. If the Injured Party held more than two Job Titles at a Job Site, complete only for the two Job Titles where the Injured Party spent the most cumulative time. Make additional copies of Table 1 as necessary.

**Job Site # \_\_\_\_ of \_\_\_\_.**

Site Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Job Title 1: \_\_\_\_\_

Beginning date for Job Title 1: \_\_\_\_\_

End date for Job Title 1: \_\_\_\_\_

Job Duties (include all job duties, regardless of whether Injured Party was exposed to asbestos during such duties):

\_\_\_\_\_  
\_\_\_\_\_

Percentage of Time Spent Outdoors and Indoors While Holding Job Title 1:

Outdoors: \_\_\_\_\_ Indoors: \_\_\_\_\_

Job Title 2: \_\_\_\_\_

Beginning date for Job Title 2: \_\_\_\_\_

End date for Job Title 2: \_\_\_\_\_

Job Duties (include all job duties, regardless of whether Injured Party was exposed to asbestos during such duties):

\_\_\_\_\_  
\_\_\_\_\_

Percentage of Time Spent Outdoors and Indoors While Holding Job Title 2:

Outdoors: \_\_\_\_\_ Indoors: \_\_\_\_\_

<p><b>Table 2.</b> Complete for each Asbestos Source to which the Injured Party was exposed while holding each Job Title at each Job Site. Make additional copies of Table 2 as necessary.</p>
<p><b>Job Site # ____ of ____, Job Title # ____ of ____, Asbestos Source # ____ of ____.</b></p>
<p>a. Nature of Asbestos Source. <i>Examples of Asbestos Sources include asbestos pipe-covering, block insulation, blankets, felt, raw asbestos, fireproofing, joint compound, gaskets, packing, brakes, and cement.</i></p> <hr/>
<p>b. Was the Injured Party exposed to this Asbestos Source during his entire tenure? (yes/no) _____</p> <p>If no: Start Date: _____</p> <p>End Date: _____</p>
<p>c. What activity was being conducted on or with the Asbestos Source? <i>Examples of activities include installing, mixing, sanding, cutting, and pouring. Provide the nature of the activity performed on the Asbestos Source regardless of whether the Injured Party was performing the activity.</i></p>  
<p>d. If known, what was the product name, manufacturer, and seller of each product constituting a portion of that type of Asbestos Source, and the relative percentage that each product constituted of the Injured Party's total exposure to products of that type (i.e., Johns-Manville 30%, Pittsburgh Corning 70%)?</p>  
<p>e. Did the Injured Party work directly (hands-on) with the Asbestos Source? If so, provide the task or job duty the Injured Party was performing while doing so and the specific activity being conducted on or with the asbestos-containing product constituting the Asbestos Source.</p>  

f. Did the Injured Party have indirect or bystander contact with the Asbestos Source through work around the Asbestos Source that did not include hands-on work with the product? If so, provide the task or job duty the Injured Party was performing while doing so, and the typical distance the Injured Party worked from the Asbestos Source.

g. If the Injured Party worked both directly with and indirectly (or as a bystander) around the Asbestos Source, state the percentage of time the contact with the Asbestos Source was direct as opposed to indirect (bystander).

h. How many days per year did the Injured Party work with or around the Asbestos Source?

i. How many times during a typical day did the Injured Party perform the task or job duty that resulted in contact with the Asbestos Source? If applicable, you may state that the contact was continuous throughout a typical day on which it occurred. *For example, if a pipefitter used a hammer to remove insulation from a pipe flange, and typically worked on two flanges on a day when he did that work, the answer would be "two." If a laborer was doing insulation tear out, and typically did so all day on the days assigned, the answer would be "continuous."*

j. If contact with an Asbestos Source was not continuous throughout the day, state the typical duration of the task or job duty resulting in contact (whether direct or indirect) with the Asbestos Source. *For example, if the Injured Party typically repaired brakes three times a day on a day when he was assigned brake repair, and did so on average for 40 minutes each time, the answer would be 40 minutes, not 120.*

k. If respiratory protection was used by the Injured Party during any portion of contact with an Asbestos Source, state (a) the kind of respiratory protection used, (b) the frequency with which respiratory protection was used (expressed as a percentage of the number of times the Injured Party performed the task or job duty), (c) a description of the portion of the task or job duty during which it was used, and (d) the percentage of the task or job duty constituted of the typical duration of that overall task or job duty. *Examples of respiratory protection include full-face respirator, half-face respirator, dust mask.*

l. If other controls were used or in place during any portion of contact with the Asbestos Source, state (a) the kind of controls, (b) the frequency with which the controls were used (expressed as a percentage of the number of times the Injured Party performed the task or job duty), (c) a description of the portion of the task or job duty during which the controls were used, and (d) the percentage that portion of the task or job duty constituted of the typical duration of that overall task or job duty. *Examples of controls include local exhaust ventilation, wet methods, etc.*

m. If you claim an Asbestos Source was asbestos-containing gaskets or packing, state (a) the names of the manufacturers or brands of all gaskets or packing used, and (b) the relative percentage of each that was used. If one or more manufacturers or brands are unknown, state for that manufacturer or brand "unknown."

n. If you claim an Asbestos Source was asbestos-containing gaskets or packing, state the number of asbestos-containing gaskets or packing the Injured Party cut or removed during a typical year when that activity was performed.

o. If you claim an Asbestos Source was asbestos-containing gaskets or packing, (a) describe the fluids or media transported in the pipes or through the equipment in which the products were used, (b) specify by manufacturer or product name the gaskets or packing used with each fluid or media, and (c) state the percentage of the gaskets or packing that each manufacturer's products constituted of the gaskets or packing used for each fluid or media.



### PART 3: PRODUCTION OF DOCUMENTS

Attach copies of the following documents from any litigation seeking compensation as a result of the mesothelioma of the alleged Injured Party:

- a. All depositions taken
- b. All discovery you or your attorney have answered on your behalf
- c. All expert reports produced by any party, including you.

### PART 4: CERTIFICATION

**INSTRUCTIONS:** This certification must be signed by either the claimant or the claimant's attorney but need not be signed by both.

#### If Completed By Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in this Supplemental Exposure Questionnaire is true, accurate and complete as of the date hereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

#### If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Supplemental Exposure Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Exhibit 1: Objections**

Part	Question	Basis for Objection

# EXHIBIT B

	Plaintiff name	Law firm
1	FIORE, JAMES E SR (DEC)	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
2	HENNING, WILLIAM	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
3	REED, EDWARD	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
4	WEYMAN, LESLIE & MARGARET	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
5	LUNA, ABUNDIO	BAILEY PERIN BAILEY
6	KRIVICIC, CARLO	BELLUCK & FOX
7	MAZUR, JOSEPH FRANCIS (DEC)	BELLUCK & FOX
8	PARSONS, RICHARD	BELLUCK & FOX
9	POTTER, LAWRENCE IRVING	BELLUCK & FOX
10	ROWND, ROBERT CHARLES (DEC)	BELLUCK & FOX
11	SEIER, EDWARD J (DEC)	BELLUCK & FOX
12	MARTELLO, VINCENT SR (DEC)	BERRY & MUNN
13	COLLINS, DONALD (DEC)	BEVAN & ASSOCIATES
14	WIGAL, DELBERT (DEC)	BEVAN & ASSOCIATES
15	BARAGAR, JAMES	BRAYTON PURCELL
16	BUTTARS, JEAROLD (DEC)	BRAYTON PURCELL
17	COLLINS, LESTER (DEC)	BRAYTON PURCELL
18	COX, JACK (DEC)	BRAYTON PURCELL
19	CRONIN, RAYMOND C (DEC)	BRAYTON PURCELL
20	HILTON, MARK	BRAYTON PURCELL
21	HOLBROOK, CLIFFORD (DEC)	BRAYTON PURCELL
22	KELL, ROGER (DEC)	BRAYTON PURCELL
23	MURPHY, CORNELIUS (DEC)	BRAYTON PURCELL
24	RABENER, MICHAEL (DEC)	BRAYTON PURCELL
25	ROBERTS, JON	BRAYTON PURCELL
26	BEAVER, HAROLD ADOLPHUS	BRENT COON & ASSOCIATES
27	BROWN, RAYMOND (DEC)	BRENT COON & ASSOCIATES
28	BUSH, ROBERT W	BRENT COON & ASSOCIATES
29	CARDOZA, ELIZABETH (DEC)	BRENT COON & ASSOCIATES
30	CHURCH, ROBERT FREDERICK (DEC)	BRENT COON & ASSOCIATES
31	CHURCH, WILLIAM LEWIS (DEC)	BRENT COON & ASSOCIATES
32	CLEVINGER, JAMES ROBERT (DEC)	BRENT COON & ASSOCIATES
33	DAVIS, DONALD (DEC)	BRENT COON & ASSOCIATES
34	DAZZO, JOSEPH	BRENT COON & ASSOCIATES
35	DUNAGAN, DOUGLAS E (DEC)	BRENT COON & ASSOCIATES
36	EWING, ROBERT	BRENT COON & ASSOCIATES
37	FITZPATRICK, KEVIN D SR	BRENT COON & ASSOCIATES
38	GRAGG, ROBERT	BRENT COON & ASSOCIATES
39	GRAPENTHIN, LARRY W (DEC)	BRENT COON & ASSOCIATES
40	HAIRSTON, RAYMOND	BRENT COON & ASSOCIATES
41	HILL, WILLIAM HOWARD (DEC)	BRENT COON & ASSOCIATES
42	HINZ, ORVAL JOSEPH (DEC)	BRENT COON & ASSOCIATES
43	JACKSON, EDWIN DALLAS (DEC)	BRENT COON & ASSOCIATES
44	JONES, ALICE R & VERNON	BRENT COON & ASSOCIATES

	Plaintiff name	Law firm
45	KUHN, CLETUS EDWARD SR (DEC)	BRENT COON & ASSOCIATES
46	LAY, ARTHUR L JR (DEC)	BRENT COON & ASSOCIATES
47	LUMPKIN, J D VERNON	BRENT COON & ASSOCIATES
48	MEIER, NEVA JO	BRENT COON & ASSOCIATES
49	MENA, MARK ERIC	BRENT COON & ASSOCIATES
50	MEREDITH, BUFORD	BRENT COON & ASSOCIATES
51	NAGY, ALEX	BRENT COON & ASSOCIATES
52	PAUL, THOMAS GEORGE (DEC)	BRENT COON & ASSOCIATES
53	PELFREY, JOHNIE D JR	BRENT COON & ASSOCIATES
54	REGEN, JOHN THOMAS	BRENT COON & ASSOCIATES
55	RIENIETS, MELVIN ARNOLD (DEC)	BRENT COON & ASSOCIATES
56	SEAY, EVERETT ARTHUR (DEC)	BRENT COON & ASSOCIATES
57	SPELLMAN, VICTOR JAMES SR (DEC)	BRENT COON & ASSOCIATES
58	BROWN, CLARK	BROOKMAN ROSENBERG BROWN & SANDLER
59	DEMARCO, ALBERTA ADR(SALVATORE	BROOKMAN ROSENBERG BROWN & SANDLER
60	DIRETTO, RUTHANN	BROOKMAN ROSENBERG BROWN & SANDLER
61	GALLUPPI, GIDIO (DEC)	BROOKMAN ROSENBERG BROWN & SANDLER
62	GEIST, WILLIAM	BROOKMAN ROSENBERG BROWN & SANDLER
63	MORRISEY, JOAN	BROOKMAN ROSENBERG BROWN & SANDLER
64	TRAINER, RONALD	BROOKMAN ROSENBERG BROWN & SANDLER
65	SAMMARTINO, ARMANDO A	BROWN & GOULD
66	BETZNER, WILLIAM P	CAROSELLI BEACHLER MCTIERNAN & CONBOY
67	CONNER, EDWARD GLENN (DEC)	CAROSELLI BEACHLER MCTIERNAN & CONBOY
68	LABUDA, VINCENT	CAROSELLI BEACHLER MCTIERNAN & CONBOY
69	LATINI, RICHARD L	CAROSELLI BEACHLER MCTIERNAN & CONBOY
70	MURPHEY, MOSES C	CAROSELLI BEACHLER MCTIERNAN & CONBOY
71	REMENSNYDER, ROBERT J (DEC)	CAROSELLI BEACHLER MCTIERNAN & CONBOY
72	COYNE, THOMAS I	CASCINO VAUGHAN
73	SERCI, JOSEF (DEC)	CASCINO VAUGHAN
74	GULICK, ALLAN	CLAPPER PATTI SCHWEIZER & MASON
75	GVOZDENOVIC, ZIVA	CLAPPER PATTI SCHWEIZER & MASON
76	KELLEY, DAVID W	CLAPPER PATTI SCHWEIZER & MASON
77	NAMES, JACK (DEC)	CLAPPER PATTI SCHWEIZER & MASON
78	SNELL, RORY	CLAPPER PATTI SCHWEIZER & MASON
79	EISLER, LEROY	COADY LAW FIRM
80	MACLEAN, DONALD A	COADY LAW FIRM
81	CHAVAN, GARY R	COHEN PLACITELLA & ROTH
82	DEUBER, ARMAND	COHEN PLACITELLA & ROTH
83	HOEY, JAMES (DEC)	COHEN PLACITELLA & ROTH
84	WALTER, ROBERT	COHEN PLACITELLA & ROTH
85	CHAFFEE, ROBERT L	COONEY & CONWAY
86	CORNELL, LAWRENCE G	COONEY & CONWAY
87	DHM, BARBARA RAPER (DEC)	COONEY & CONWAY
88	DOERR, DOROTHY (DEC)	COONEY & CONWAY

	Plaintiff name	Law firm
89	FECH, WILLIAM	COONEY & CONWAY
90	FILION, ARTHUR (DEC)	COONEY & CONWAY
91	FREEMAN, MARILYN	COONEY & CONWAY
92	HAYES, HAROLD	COONEY & CONWAY
93	HEJZA, ROGER	COONEY & CONWAY
94	HUTCHINSON, JOE LOUIS	COONEY & CONWAY
95	JURGETO, RONALD	COONEY & CONWAY
96	KARAS, BRUCE	COONEY & CONWAY
97	KINNEAR, DONALD (DEC)	COONEY & CONWAY
98	LEVIEUX, GREGORY	COONEY & CONWAY
99	MCCLUSKIE, ROBERT	COONEY & CONWAY
100	MURPHY, THOMAS	COONEY & CONWAY
101	MURRAY, GEORGE (DEC)	COONEY & CONWAY
102	NELSON, MAXWELL (DEC)	COONEY & CONWAY
103	NORDIN, WAYNE (DEC)	COONEY & CONWAY
104	NOVOSEL, MICHAEL	COONEY & CONWAY
105	PANFILIO, JAMES	COONEY & CONWAY
106	PRITCHETT, NOBLE	COONEY & CONWAY
107	RAGLAND, PAUL	COONEY & CONWAY
108	REHBEIN, FREDERICK	COONEY & CONWAY
109	SANK, HOWARD (DEC)	COONEY & CONWAY
110	SCHAEFFER, EVELYN	COONEY & CONWAY
111	STEWART, ROBERT	COONEY & CONWAY
112	STOECKER, MARY (DEC)	COONEY & CONWAY
113	SYROWIK, LEONARD R (DEC)	COONEY & CONWAY
114	WAGGONER, ELDO (DEC)	COONEY & CONWAY
115	WALKER, REID	COONEY & CONWAY
116	DUNCAN, ENOCH (DEC)	CORY WATSON CROWDER & DEGARIS
117	RINIER, JOHN HENRY JR	CORY WATSON CROWDER & DEGARIS
118	WALKER, JACK R SR (DEC)	CUMBEST CUMBEST HUNTER & MCCORMICK
119	DUPRIEST, RONALD	DELUCA & NEMEROFF LLP
120	CURBY, JOHN O (DEC)	DOMNICK & SHEVIN
121	PARKS, MARTIN A (DEC)	DUBOSE LAW FIRM
122	CANNON, LEO	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
123	DEEMS, ROWLAND (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
124	DORRER, ROBERT A	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
125	HAMMER, IRVING (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
126	HENSHAW, MAURICE (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
127	KONING, FREDERICK H (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
128	KUDRNA, FRANK J SR (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
129	REINDL, THOMAS M	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
130	ROBERTS, MICHAEL (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
131	ROCHLIN, ABRAHAM (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
132	SMART, JANE	EARLY LUCARELLI SWEENEY & MEISENKOTHEN

	Plaintiff name	Law firm
133	ST HILAIRE, RALPH F JR	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
134	STRONG, FRED E	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
135	TOMLIN, ROBERT W (DEC)	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
136	WALKER, FREDDIE L	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
137	PAULUS, WILLIAM (DEC)	EDDINS LAW FIRM
138	MURPHY, PAUL (DEC)	EMBRY & NEUSNER
139	BROOKS, VICTOR	FLEMING & ASSOCIATES
140	OXFORD, J C (DEC)	FLEMING & ASSOCIATES
141	POJAR, CLIFFORD	FLEMING & ASSOCIATES
142	SMITH, JEANNE	FLEMING & ASSOCIATES
143	BAILEY, VERNON G JR (DEC)	GLASSER & GLASSER
144	CRAIG, WILLIAM K SR	GLASSER & GLASSER
145	HARMAN, WILLIAM W	GLASSER & GLASSER
146	LYONS, PATRICK J	GLASSER & GLASSER
147	PETERS, RICHARD E (DEC)	GLASSER & GLASSER
148	SCHOLES, CALLIE SUE	GLASSER & GLASSER
149	BORING, GARY W	GOLDBERG PERSKY & WHITE
150	DIEHL, JOHN (DEC)	GOLDBERG PERSKY & WHITE
151	HEARD, JOHN (DEC)	GOLDBERG PERSKY & WHITE
152	LOCKMAN, HELEN	GOLDBERG PERSKY & WHITE
153	PAVLIK, ALBERT H SR	GOLDBERG PERSKY & WHITE
154	PUTT, GENE	GOLDBERG PERSKY & WHITE
155	SABOL, GEORGE P	GOLDBERG PERSKY & WHITE
156	SAUERS, BERNARD F (DEC)	GOLDBERG PERSKY & WHITE
157	SCHIRRA, RITA C.	GOLDBERG PERSKY & WHITE
158	SHAW, PHILLIP E (DEC)	GOLDBERG PERSKY & WHITE
159	SHERMAN, FRANK V (DEC)	GOLDBERG PERSKY & WHITE
160	SMITH, RALPH E	GOLDBERG PERSKY & WHITE
161	STEWART, ROBERT E	GOLDBERG PERSKY & WHITE
162	YETTER, RONALD B	GOLDBERG PERSKY & WHITE
163	BROSS, VALDIS D	GOLDENBERG HELLER ANTOGNOLI & ROWLAND
164	MIZE, CLIFTON E (DEC)	GOLDENBERG HELLER ANTOGNOLI & ROWLAND
165	STANEK, EUGENE G	GOLDENBERG HELLER ANTOGNOLI & ROWLAND
166	ANDERSON, WILLIAM	GORI JULIAN & ASSOCIATES
167	BROOKS, SCOTT J	GORI JULIAN & ASSOCIATES
168	BRUNER, DALE L (DEC)	GORI JULIAN & ASSOCIATES
169	BURGER, TIMOTHY JAY	GORI JULIAN & ASSOCIATES
170	CATRAMBONE, DOMENICK	GORI JULIAN & ASSOCIATES
171	CONSOLE, ALDO	GORI JULIAN & ASSOCIATES
172	DILLBECK, VICTOR LEE	GORI JULIAN & ASSOCIATES
173	DORATO, EDUARDO J	GORI JULIAN & ASSOCIATES
174	ERDMANN, MARCELLA (DEC)	GORI JULIAN & ASSOCIATES
175	GLASS, WILLIAM G (DEC)	GORI JULIAN & ASSOCIATES
176	GRAHAM, KELLEY (DEC)	GORI JULIAN & ASSOCIATES

	Plaintiff name	Law firm
177	HUFF, J L (DEC)	GORI JULIAN & ASSOCIATES
178	KIRN, SOPHIA	GORI JULIAN & ASSOCIATES
179	LAMAE, ROBERT L SR	GORI JULIAN & ASSOCIATES
180	LOCKWOOD, HOWARD (DEC)	GORI JULIAN & ASSOCIATES
181	LODEN, BENNY (DEC)	GORI JULIAN & ASSOCIATES
182	MASON, JOSEPH R SR (DEC)	GORI JULIAN & ASSOCIATES
183	MCGRUDER, AARON	GORI JULIAN & ASSOCIATES
184	MCMILLAN, ALFRED DEAN (DEC)	GORI JULIAN & ASSOCIATES
185	MENDEZ, JUAN A (DEC)	GORI JULIAN & ASSOCIATES
186	RAMSEY, JAMES (DEC)	GORI JULIAN & ASSOCIATES
187	REEVES, J V	GORI JULIAN & ASSOCIATES
188	SEAL, GILBERT T	GORI JULIAN & ASSOCIATES
189	STOCKTON, KENNETH	GORI JULIAN & ASSOCIATES
190	TIGNER, PATRICIA A (DEC)	GORI JULIAN & ASSOCIATES
191	WAGNER, AUDREY	GORI JULIAN & ASSOCIATES
192	WEBER, JAKOB A	GORI JULIAN & ASSOCIATES
193	WELCH, SAM	GORI JULIAN & ASSOCIATES
194	YOUNG, FRED	GORI JULIAN & ASSOCIATES
195	ZANKL, AUDREY M (DEC)	GORI JULIAN & ASSOCIATES
196	BARNES, BENNIE (DEC)	HAROWITZ & TIGERMAN LLP
197	LOPEZ, THOMAS (DEC)	HAROWITZ & TIGERMAN LLP
198	ROSE, DEBORAH K (DECD)	HARTLEY & O'BRIEN
199	RUSSOW, DONALD C (DECD)	HARTLEY & O'BRIEN
200	WILLIAMS, KEITH E (DEC)	HARVIT & SCHWARTZ
201	BRAUN, LARRY (DEC)	HISSEY KIENTZ & HERRON PLLC
202	JENKINS, CHARLES L (DEC)	HISSEY KIENTZ & HERRON PLLC
203	COBB, ALFRED A JR (DEC)	HOSSLEY EMBRY
204	TORREGANO, LOUIS PATRICK	HOWARD & REED
205	TURCHEN, JOSEPH A	JACOBS & CRUMPLAR
206	RICHARDS, TIMOTHY SR	KELLEY & FERRARO
207	CALDWELL, TASHA	LAW OFFICES OF PETER G ANGELOS
208	CASTAGNA, BART	LAW OFFICES OF PETER G ANGELOS
209	COX, PHILIP V	LAW OFFICES OF PETER G ANGELOS
210	HAMILTON, ELIZABETH F (DEC)	LAW OFFICES OF PETER G ANGELOS
211	KASSIN, RICHARD	LAW OFFICES OF PETER G ANGELOS
212	KOPIE, PATRICIA	LAW OFFICES OF PETER G ANGELOS
213	LIRAKIS, STEVE	LAW OFFICES OF PETER G ANGELOS
214	MILLER, WAYNE R	LAW OFFICES OF PETER G ANGELOS
215	MITCHELL, HELEN T (DEC)	LAW OFFICES OF PETER G ANGELOS
216	OCHS, KENNETH (DEC)	LAW OFFICES OF PETER G ANGELOS
217	RAPONE, PASQUALE	LAW OFFICES OF PETER G ANGELOS
218	RICKARD, R B (DEC)	LAW OFFICES OF PETER G ANGELOS
219	ROWE, THOMAS R	LAW OFFICES OF PETER G ANGELOS
220	SWINNEY, NORVAL	LAW OFFICES OF PETER G ANGELOS



EXPOSURE SAMPLE CLAIMANTS

	Plaintiff name	Law firm
221	TABB, GEORGE W (DEC)	LAW OFFICES OF PETER G ANGELOS
222	MOORE, WILLIAM W (DEC)	LEVIN PAPANTONIO
223	ULIBARRI, THOMAS J (DEC)	LEVIN PAPANTONIO
224	WEBB, GEORGE FRANK	LEVIN PAPANTONIO
225	BAKER, KENNETH (DEC)	LEVIN SIMES KAISER & GORNICK
226	CALANDE, WILLIAM	LEVIN SIMES KAISER & GORNICK
227	ESTES, R L	LEVIN SIMES KAISER & GORNICK
228	HERNANDEZ, ROBERT (DEC)	LEVIN SIMES KAISER & GORNICK
229	INCE, ALICE FAYE (DEC)	LEVIN SIMES KAISER & GORNICK
230	LONGSTREET, NORMAN	LEVIN SIMES KAISER & GORNICK
231	QUINTINO, LEOPOLD	LEVIN SIMES KAISER & GORNICK
232	STAYTON, EDWARD (DEC)	LEVIN SIMES KAISER & GORNICK
233	VANDERHYDE, DAVID	LEVIN SIMES KAISER & GORNICK
234	WHITMAN, LOVELL (DEC)	LEVIN SIMES KAISER & GORNICK
235	BIGLEY, DONALD WAYNE	LEVY PHILLIPS & KONIGSBERG
236	CORTHELL, OTIS (DEC)	LEVY PHILLIPS & KONIGSBERG
237	EICHEN, GEORGE	LEVY PHILLIPS & KONIGSBERG
238	ELLIS, GRACE ANN DARNELL	LEVY PHILLIPS & KONIGSBERG
239	FREY, GENE SR	LEVY PHILLIPS & KONIGSBERG
240	KNAPP, ROLAND (DEC)	LEVY PHILLIPS & KONIGSBERG
241	MELLACE, JOSEPHINE (DEC)	LEVY PHILLIPS & KONIGSBERG
242	MUELLER, HAROLD ROBERT (DEC)	LEVY PHILLIPS & KONIGSBERG
243	NAGEL, JAMES	LEVY PHILLIPS & KONIGSBERG
244	NAPOTNIK, JACOB	LEVY PHILLIPS & KONIGSBERG
245	STILLWAGON, FRANCIS RICHARD	LEVY PHILLIPS & KONIGSBERG
246	BAPTISTE, FRANCIS (DEC)	LOCKS LAW FIRM
247	CECCORULLI, LOUIS	LOCKS LAW FIRM
248	CLARK, JOHN J JR (DEC)	LOCKS LAW FIRM
249	CONLON, MICHAEL P	LOCKS LAW FIRM
250	CONLON, ROBERT W (DEC)	LOCKS LAW FIRM
251	DEENEY, JANE	LOCKS LAW FIRM
252	DUFFY, GEORGE F (DEC)	LOCKS LAW FIRM
253	PINIERO, MARGARET (DEC) DANIEL	LOCKS LAW FIRM
254	ROSS, SCOTT (DEC)	MADEKSHO LAW FIRM
255	GUTIERREZ, AGUSTIN JR (DEC)	MANDELBROT LAW FIRM
256	WOOD, NORWOOD SHELTON	MARTIN & JONES
257	WOODALL, JOHN JAMES	MARTIN & JONES
258	STERLING, ALBERT JR (DEC)	MARTZELL & BICKFORD
259	BUNDY, EDWARD	MAUNE RAICHLE HARTLEY FRENCH & MUDD
260	HARRIS, JUDITH	MAUNE RAICHLE HARTLEY FRENCH & MUDD
261	KOWCHECK, REGIS F	MAUNE RAICHLE HARTLEY FRENCH & MUDD
262	SHRAMEK, ROBERT	MAUNE RAICHLE HARTLEY FRENCH & MUDD
263	ADOLINE, HAROLD GENE	MAZUR & KITTEL
264	BENNETT, HENRY W (DEC)	MAZUR & KITTEL

	Plaintiff name	Law firm
265	BERGMAN, DELORES G (DEC)	MAZUR & KITTEL
266	HART, PAUL	MAZUR & KITTEL
267	MILLS, WAYNE E	MAZUR & KITTEL
268	ROGERS, EDWARD JOHN	MAZUR & KITTEL
269	SMETANKA, CATHERINE	MAZUR & KITTEL
270	KNIGHT, HORATIO	MCTEAGUE HIGBEE
271	RICHARD, EMILE JOSEPH	MCTEAGUE HIGBEE
272	VANAKION, LEONARD FRANK	MICHAEL B SERLING
273	BERRY, FRED R (DEC)	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
274	CARTER, DREWRY WILLIAM	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
275	CHANDLER, ALDEN H	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
276	DOWDY, BERNARD F SR (DEC)	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
277	MARCUS, HENRY F JR (DEC)	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
278	ADAMS, BRUCE (DEC)	MOTLEY RICE
279	ANDREOLI, BENITO J	MOTLEY RICE
280	HENSLEY, JEROME	MOTLEY RICE
281	HICKS, DONALD MILTON (DEC)	MOTLEY RICE
282	RAYNOR, ROBERT L	MOTLEY RICE
283	WILSON, GORDON (DEC)	MOTLEY RICE
284	BYER, ROBERT M	NICHOLL, PETER T
285	HUNT, CLIFFORD EARL & FLORA	NIX PATTERSON & ROACH
286	BANYCKY, HELEN	O'BRIEN LAW FIRM L.L.C
287	BUSSARD, NORMAN A (DEC)	O'BRIEN LAW FIRM L.L.C
288	DUNCAN, CHARLES (DEC)	O'BRIEN LAW FIRM L.L.C
289	FIELDS, LAWSON H (DEC)	O'BRIEN LAW FIRM L.L.C
290	FRIDMANSKI, ROBERT J	O'BRIEN LAW FIRM L.L.C
291	LAMB, RICHARD W (DEC)	O'BRIEN LAW FIRM L.L.C
292	LAPPIN, JOHN A	O'BRIEN LAW FIRM L.L.C
293	OLDHAM, EMMA J	O'BRIEN LAW FIRM L.L.C
294	QUICK, KAREN (DEC)	O'BRIEN LAW FIRM L.L.C
295	RILEY, JUANITA	O'BRIEN LAW FIRM L.L.C
296	SKAGGS, W CARL	O'BRIEN LAW FIRM L.L.C
297	WATTS, VIRGIL L (DEC)	O'BRIEN LAW FIRM L.L.C
298	WHITMAN, ROBERT E (DEC)	O'BRIEN LAW FIRM L.L.C
299	WINTERMANN, MAURICE	O'BRIEN LAW FIRM L.L.C
300	BURRIS, WILLIAM O	PATTEN WORNOM HATTEN & DIAMONSTEIN
301	MASON, LAWRENCE R (DEC)	PATTEN WORNOM HATTEN & DIAMONSTEIN
302	PILAND, WILLIAM M	PATTEN WORNOM HATTEN & DIAMONSTEIN
303	SMITH, G BERNARD JR	PATTEN WORNOM HATTEN & DIAMONSTEIN
304	WALKER, ROBERT L	PATTEN WORNOM HATTEN & DIAMONSTEIN
305	BARRETT, BRUCE P	PAUL & HANLEY
306	CLARK, GEORGE S	PAUL & HANLEY
307	MITCHELL, DANIEL L	PAUL & HANLEY
308	NIELSEN, JOHN C (DEC)	PAUL & HANLEY

	Plaintiff name	Law firm
309	REYNOLDS, MAURICE (DEC)	PAUL & HANLEY
310	TURNER, ARTHUR	PAUL & HANLEY
311	BARTON, JOHN W	PROVOST UMPHREY LAW FIRM
312	CUTLER, JACK	PROVOST UMPHREY LAW FIRM
313	GREEN, ROY	PROVOST UMPHREY LAW FIRM
314	GROS, ANDREW ANTHONY (DEC)	PROVOST UMPHREY LAW FIRM
315	MILES, ROGER (DEC)	PROVOST UMPHREY LAW FIRM
316	OSBORNE, MICHAEL	PROVOST UMPHREY LAW FIRM
317	PAGE, J C (DEC)	PROVOST UMPHREY LAW FIRM
318	SANDELLA, JAMES (DEC)	PROVOST UMPHREY LAW FIRM
319	WAGNER, BOYD L (DEC)	PROVOST UMPHREY LAW FIRM
320	BELLOMY, JOHN (DEC)	REYES O'SHEA & COLOCA
321	CROUSE, JAMES W (DEC)	REYES O'SHEA & COLOCA
322	FRENCH, JOE H & DOROTHY	REYES O'SHEA & COLOCA
323	NEVITT, JOSEPH A JR	REYES O'SHEA & COLOCA
324	SMITH, EDWARD L (DEC)	REYES O'SHEA & COLOCA
325	EAKER, JOSEPH W JR	RICHARDSON PATRICK WESTBROOK & BRICKMAN
326	HAMMOND, DEBORAH S (DEC)	RICHARDSON PATRICK WESTBROOK & BRICKMAN
327	HARTLEY, KIRK I SR (DEC)	RICHARDSON PATRICK WESTBROOK & BRICKMAN
328	HOOKS, MARSHALL J	RICHARDSON PATRICK WESTBROOK & BRICKMAN
329	JORDAN, RAYMOND	RICHARDSON PATRICK WESTBROOK & BRICKMAN
330	MIDDLETON, MARGUERITE M (DEC)	RICHARDSON PATRICK WESTBROOK & BRICKMAN
331	SHERER, ROBERT C	RICHARDSON PATRICK WESTBROOK & BRICKMAN
332	SNELLINGS, CHARLES R (DEC)	RICHARDSON PATRICK WESTBROOK & BRICKMAN
333	CARLO, FRANK H (DEC)	ROBERT E SWEENEY COMPANY
334	MILLER, CLIFFORD	ROBERT PEIRCE & ASSOCIATES
335	SMITH, HARRY R JR (DEC)	SALES TILLMAN & WALLBAUM
336	BOCEK, MILDRED	SAVILLE & FLINT
337	HEBERT, DURWOOD C (DEC)	SAVILLE & FLINT
338	TORRES-PADRON, AMADO	SAVILLE & FLINT
339	MAISANO, MICHAEL	SAVINIS D'AMICO & KANE
340	SPALDING, ROBERT	SCHROETER GOLDMARK & BENDER
341	GRABOWSKI, JOHN	SHEIN LAW CENTER
342	TELLER, CHARLES J	SHEIN LAW CENTER
343	ANDRESS, JAMES (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
344	ARMSTRONG, EARL A (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
345	BOWLER, RUTH	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
346	COOK, NAOMI	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
347	DUNKERLY, CHARLES (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
348	HALLEY, MARY (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
349	HAMILTON, ROBERT	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
350	JENSEN, HANS SR (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
351	MCGREW, KAREN	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
352	MUNN, WILLIAM (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD

	Plaintiff name	Law firm
353	NIEDER, ROBERT (DEC)	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
354	SCHROEDER, CHARLES	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
355	WHITBECK, GERALD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
356	GRAY, GEORGE	SIMON GREENSTONE PANATIER BARTLETT
357	SORBOM, NILS (DEC)	SIMON GREENSTONE PANATIER BARTLETT
358	SPIVEY, CARL B (DEC)	SIMON GREENSTONE PANATIER BARTLETT
359	BUCKNER, DOROTHY	SUMMERS & WYATT
360	LEHMAN, ROBERT G (DEC)	TERRELL HOGAN
361	STAIER, JOSEPH E JR	TERRELL HOGAN
362	WHATLEY, JAMES JR	THE BOGDAN LAW FIRM
363	CARVER, CHARLES RICHARD (DEC)	THE DEATON LAW FIRM
364	ANDERSON, CLIFFORD L	THE LANIER LAW FIRM
365	ANGELIS, FERDINAND E (DEC)	THE LANIER LAW FIRM
366	BEBEE, GEORGE	THE LANIER LAW FIRM
367	BEEKMAN, LARRY	THE LANIER LAW FIRM
368	BINGHAM, DARRELL	THE LANIER LAW FIRM
369	BOISCLAIR, ROLAND (DEC)	THE LANIER LAW FIRM
370	BRAESE, RICHARD (DEC)	THE LANIER LAW FIRM
371	BROADUS, JAMES (DEC)	THE LANIER LAW FIRM
372	BROWN, WILLIAM	THE LANIER LAW FIRM
373	BUSH, LLOYD D.	THE LANIER LAW FIRM
374	COLLINS, BILLY E (DEC)	THE LANIER LAW FIRM
375	D'AMELIO, ALFRED	THE LANIER LAW FIRM
376	DUNNAM, RAYFORD	THE LANIER LAW FIRM
377	DURANTE, CLEMENT (DEC)	THE LANIER LAW FIRM
378	ELLIOTT, SHIRLEY (DEC)	THE LANIER LAW FIRM
379	FLAHERTY, KEVIN (DEC)	THE LANIER LAW FIRM
380	GARLAND, GLENN W	THE LANIER LAW FIRM
381	GEORGE, JAMES T (DEC)	THE LANIER LAW FIRM
382	GIRARD, FRANK (DEC)	THE LANIER LAW FIRM
383	GLICK, EVA JEAN	THE LANIER LAW FIRM
384	GLOWKA, STANLEY JR (DEC)	THE LANIER LAW FIRM
385	JUNGHANS, MARK S	THE LANIER LAW FIRM
386	KIDD, DENNIS R	THE LANIER LAW FIRM
387	LONGSTREET, PHILLIP (DEC)	THE LANIER LAW FIRM
388	MALLORY, RALPH T JR (DEC)	THE LANIER LAW FIRM
389	MCDANIELS, LARRY	THE LANIER LAW FIRM
390	MCMAMARA, DANIEL J	THE LANIER LAW FIRM
391	MONTGOMERY, BARBARA	THE LANIER LAW FIRM
392	MORROW, JOHNIE	THE LANIER LAW FIRM
393	MOSLEY, DAVID	THE LANIER LAW FIRM
394	NICHOLS, GREGORY EDWARD	THE LANIER LAW FIRM
395	OAKE, VICTOR B	THE LANIER LAW FIRM
396	ORTEGA, DAMIAN T	THE LANIER LAW FIRM

	Plaintiff name	Law firm
397	PARADIS, EDMUND	THE LANIER LAW FIRM
398	PARROTT, ROBERT	THE LANIER LAW FIRM
399	PICK, RAYMOND	THE LANIER LAW FIRM
400	POWERS, JAMES	THE LANIER LAW FIRM
401	RATLIFF, SPARREL	THE LANIER LAW FIRM
402	RENDON, EMILIO (DEC)	THE LANIER LAW FIRM
403	SHAW, ROBERT	THE LANIER LAW FIRM
404	SIMMONS, ROSE (DEC)	THE LANIER LAW FIRM
405	SINDA, WALTER	THE LANIER LAW FIRM
406	SMALARZ, JOHN F (DEC)	THE LANIER LAW FIRM
407	SMYSER, ROBERT L	THE LANIER LAW FIRM
408	SOMMER, GEORGE	THE LANIER LAW FIRM
409	STRICKLAND, JAMES E	THE LANIER LAW FIRM
410	TURNER, LOWELL (DEC)	THE LANIER LAW FIRM
411	WADSWORTH, GEORGE E JR	THE LANIER LAW FIRM
412	WEST, JIMMY RAY (DEC)	THE LANIER LAW FIRM
413	WHITE, GEORGE W JR (DEC)	THE LANIER LAW FIRM
414	WOLIVER, CAM (DEC)	THE LANIER LAW FIRM
415	WOOD, ROBERT L	THE LANIER LAW FIRM
416	YOUNG, JAMES E	THE LANIER LAW FIRM
417	ZAMEROSKI, JOHN (DEC)	THE LANIER LAW FIRM
418	BROWN, WILLIAM A (DEC)	THE LIPMAN LAW FIRM
419	FRIDAY, YVONNE (DEC)	THE LIPMAN LAW FIRM
420	LORENZ, DAVID LARRY (DEC)	THE LIPMAN LAW FIRM
421	SNYDER, LOUISE (DEC)	THE LIPMAN LAW FIRM
422	BISGAARD, SOREN	THE SHEPARD LAW FIRM
423	D'ANDREA, FREDRICK	THE SHEPARD LAW FIRM
424	SNOW, JAMES J (DEC)	THE SHEPARD LAW FIRM
425	JOHNSON, CLYDE L (DEC)	THE SUTTER LAW FIRM
426	BANKS, EDWIN M (DEC)	THORNTON & NAUMES
427	BELLEGARDE, ROLAND (DEC)	THORNTON & NAUMES
428	DAVIS, JOHN E	THORNTON & NAUMES
429	MASON, DOUGLAS W SR	THORNTON & NAUMES
430	MILNER, RICHARD M (DEC)	THORNTON & NAUMES
431	NORBUT, JOSEPH J (DEC)	THORNTON & NAUMES
432	PLASSE, ROGER R	THORNTON & NAUMES
433	SPELLBERG, MICHAEL J (DEC)	THORNTON & NAUMES
434	STEWART, JOHN L (DEC)	THORNTON & NAUMES
435	BEIREMANN, HARRY	WATERS & KRAUS
436	BOUDREAUX, LLOYD J JR (DEC)	WATERS & KRAUS
437	CHABOUDY, ROBERT (DEC)	WATERS & KRAUS
438	DELLINGER, DOUGLAS	WATERS & KRAUS
439	DEMERSSEMAN, CLEON J (DEC)	WATERS & KRAUS
440	MITCHELL, JUDITH	WATERS & KRAUS

	Plaintiff name	Law firm
441	TALBOTT, WILLIAM (DEC)	WATERS & KRAUS
442	ZERDA, KENNETH V (DEC)	WATERS & KRAUS
443	BONELLI, NANCY	WEITZ & LUXENBERG
444	COLACHINO, LOUIS C (DEC)	WEITZ & LUXENBERG
445	COPPOLA, FRANK J (DEC)	WEITZ & LUXENBERG
446	DEITZ, CHARLES D	WEITZ & LUXENBERG
447	FRASIER, CLYDE	WEITZ & LUXENBERG
448	HAUCK, EDWARD J (DEC)	WEITZ & LUXENBERG
449	KLIMBACK, JAMES F	WEITZ & LUXENBERG
450	MILLER, EDWARD (DEC)	WEITZ & LUXENBERG
451	RYAN, WILLIAM F (DEC)	WEITZ & LUXENBERG
452	UHE, DONALD	WEITZ & LUXENBERG
453	WHITAKER, DONALD	WEITZ & LUXENBERG
454	CINQUEMANI, SALVATORE (DEC)	WILENTZ GOLDMAN & SPITZER
455	DIGIAIMO, FRANK SR (DEC)	WILENTZ GOLDMAN & SPITZER
456	GRIOLI, ANTONIO (DEC)	WILENTZ GOLDMAN & SPITZER
457	LEROUX, THOMAS B (DEC)	WILENTZ GOLDMAN & SPITZER
458	MASSARO, ANTHONY	WILENTZ GOLDMAN & SPITZER
459	MCGOWAN, JAMES	WILENTZ GOLDMAN & SPITZER
460	MOTTERSHEAD, GEORGE (DEC)	WILENTZ GOLDMAN & SPITZER
461	RIDGWAY, ALAN J (DEC)	WILENTZ GOLDMAN & SPITZER
462	RODRIGUEZ, JUAN (DEC)	WILENTZ GOLDMAN & SPITZER
463	ROMAN, JOSEPH SR	WILENTZ GOLDMAN & SPITZER
464	SHAW, ROBERT A (DEC)	WILENTZ GOLDMAN & SPITZER
465	SIEGEL, ISRAEL DR	WILENTZ GOLDMAN & SPITZER
466	SIEGEL, NORMAN	WILENTZ GOLDMAN & SPITZER
467	SLIVKA, GEORGE (DEC)	WILENTZ GOLDMAN & SPITZER
468	SWEENEY, HUGH D	WILENTZ GOLDMAN & SPITZER
469	VENIER, ANDREW J	WILENTZ GOLDMAN & SPITZER
470	WOOD, ALLEN	WILENTZ GOLDMAN & SPITZER
471	SCOTT, JAMES B	WISE & JULIAN

# EXHIBIT C

**EXHIBIT C.1 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL  
EXPOSURE QUESTIONNAIRE AND GOVERNING CONFIDENTIALITY OF  
INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

**Instructions:** *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.e. of the above-referenced Order.*

**A C K N O W L E D G E M E N T**

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above- referenced Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to \_\_\_\_\_ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.



Pursuant to paragraph 17 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT C.2 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL  
EXPOSURE QUESTIONNAIRE AND GOVERNING CONFIDENTIALITY OF  
INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.e. of the above-referenced Order (for example, a self-employed expert or a witness).*

**A C K N O W L E D G E M E N T**

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT F**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

---

In the matter of: )  
 )  
GARLOCK SEALING TECHNOLOGIES, LLC, ) No. 10-31607  
et al., ) Jointly Administered  
 ) Charlotte, NC  
Debtors. ) May 17, 2012, 9:31 a.m.

---

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE GEORGE R. HODGES  
UNITED STATES BANKRUPTCY JUDGE

---

APPEARANCES:

Garland S. Cassada  
Jonathan C. Krisko  
Richard C. Worf, Jr.  
Robinson, Bradshaw & Hinson  
101 North Tryon Street, Suite 1900  
Charlotte, NC 28246

John R. Miller, Jr.  
Rayburn, Cooper & Durham, P.A.  
227 West Trade Street, Suite 1200  
Charlotte NC, 28202-1672

---

Electronic Recorder  
Operator:

Julia Adams/Tara Salmons

Transcriber:

Patricia Basham  
6411 Quail Ridge Drive  
Bartlett, TN 38135  
901-372-0613

Proceedings recorded by electronic sound recording;  
Transcript produced by transcription service.

1 Thank you, Your Honor.

2 THE COURT: Okay. I think I ought to allow this  
3 discovery, both as to the settlement information and the  
4 exposure and proximity data. I think this is largely my fault  
5 and perhaps the slow learning curve that I presented to you  
6 all, but I think the balance that I struck earlier was at the  
7 wrong place. This information appears to me to be necessary  
8 for the debtors to prepare their case and not designed just for  
9 the purpose of delaying things.

10 The samples appear reasonably limited and I think this  
11 is an appropriate way to eliminate some degree of speculation  
12 from the formula that they plan to present.

13 I will say, just so it is clear, that I am not making  
14 any determination on the viability of Garlock's legal liability  
15 approach. I am just saying that I think they ought to have an  
16 opportunity to present that approach with this data available  
17 to them.

18 I also do not propose to - or I will say this ruling  
19 should be without prejudice to individuals who are affected  
20 having the right to object on additional grounds individual to  
21 them and would suggest that perhaps we give a relatively short  
22 time to object and a little more time to answer if it's  
23 possible. I would hate to give a certain period of time for  
24 people to respond and have them file objections on the last day  
25 or something like that. That just delays everything. So I

1 will leave it to you all to try to work out details of time  
2 limits and that kind of thing, but I will order that this  
3 discovery go forward in the fashion that you have outlined it  
4 to the samples that you all have selected and see where we go  
5 from there, I guess.

6 Okay.

7 MR. CASSADA: Thank you, Your Honor. We will prepare  
8 an order and we will discuss it with Mr. Guy and Mr. Swett.

9 THE COURT: All right. Then let's go next, I guess, to  
10 the trust, was the third part of your -

11 MR. CASSADA: Yes. Thank you, Your Honor. And, again,  
12 we likewise prepared a slide show that will streamline our  
13 presentation and we won't repeat what has been included in the  
14 brief.


15 Your Honor may recall that we filed some time ago a  
16 motion to get a large amount of information from a large number  
17 of trusts. That motion was filed a year and a half ago, and it  
18 was continued many times and eventually it was put in suspense  
19 and the court ruled or held that Garlock could schedule that  
20 motion or asked that that motion be scheduled for a hearing at  
21 an appropriate time.

22 The current motion on the table, Your Honor, also  
23 seeks trust data. It is some of the same information that was  
24 requested in the motion that we filed back in the fall of 2010  
25 that drew so much fire from the committee and the futures rep

**EXHIBIT G**





  
George R. Hodges  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES  
LLC, et al.,

Debtors.<sup>1</sup>

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL  
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING THE  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on Debtors' Motion for Supplemental Settlement Payment Questionnaire (Docket No. 2132) (hereinafter, the "**Motion**"). Based upon a review of the Motion, the submissions of the parties, the evidence presented, and the arguments of counsel, the Court concludes that Debtors should be permitted to take settlement payment discovery from certain pending mesothelioma claimants through the mechanism of a supplemental questionnaire for use in estimating Debtors' aggregate liability for asbestos-related personal injury and wrongful death claims pursuant to the Order for Estimation of Mesothelioma Claims (Docket

<sup>1</sup> The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter "Garlock" or "Debtors").

No. 2102) (the “**Estimation Proceeding**”), subject to the terms and conditions of this Order, and hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED on the terms and conditions set forth in this Order.
3. The Supplemental Settlement Payment Questionnaire attached to this Order as **Exhibit A** and incorporated herein by reference is approved.
4. The persons listed on **Exhibit B** to this Order (for purposes of this Order, “Sample Claimants”) are required to complete and return the Supplemental Settlement Payment Questionnaire, pursuant to the deadlines set forth below.
5. The following deadlines and requirements shall apply:
  - a. On or before June 29, 2012, Debtors shall serve individually marked copies of the Supplemental Settlement Payment Questionnaire, via direct U.S. mail, on counsel of record for all Sample Claimants. The Supplemental Settlement Payment Questionnaires shall contain the claimant’s Rust ID number for purposes of linking the response to any previous response to the Questionnaire, and claimants shall use the individually marked copies to make their response. Responses to the Supplemental Settlement Payment Questionnaire are referred to below as “Questionnaire Responses.”
  - b. Sample Claimants shall submit their responses to the Supplemental Settlement Payment Questionnaire to the Debtors in paper form, postmarked no later than July 31, 2012, addressed to Richard Worf, Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC, 28246.

- c. Debtors shall make all Questionnaire Responses available promptly in electronic format to counsel for the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) and the Future Claimants’ Representative (the “FCR”) (together with the Debtors, the “Estimation Parties”).
- d. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the preceding parts (i) through (iii) of this paragraph 5.d., and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) the Court, including secretaries, judicial assistants, law clerks, and other clerical

staff; and (ix) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.e. immediately below.

- e. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.d. above, every entity described in subparts (ii) through (vii) of paragraph 5.d. shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit C.1 or Exhibit C.2. Exhibit C.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit C.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.d. above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- f. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.
  - g. Sample Claimants must indicate any objections, including their bases, on the form attached as Exhibit 1 to the Supplemental Settlement Payment Questionnaire.
6. When the Debtors serve the Supplemental Settlement Payment Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.
7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding claimants. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.
8. Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.
9. As a precautionary measure, but not as a precondition to protection, counsel for the Debtors shall stamp Questionnaire Responses with the following legend:  
“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER.”
10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any

unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

11. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

12. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

13. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

14. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 15 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

15. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Sample Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from

Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Sample Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Sample Claimant.

16. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a “**Third-Party Discovery Demand**”), including a governmental or other regulatory body, such entity (a “**Discovery Target**”) shall provide prompt written notice of any such request or requirement to the claimant or claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any



Sample Claimant, Estimation Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

17. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Sample Claimants, for the Estimation Parties, or for Intervenor of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenor, and Sample Claimants determined by prior order of the Bankruptcy Court to be potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief.

In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Supplemental Settlement Payment Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Supplemental Settlement Payment Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.  
The Judge's signature and court's seal  
appear at the top of the Order.

United States Bankruptcy Court

# EXHIBIT A

## Garlock Sealing Technologies LLC Supplemental Settlement Payment Questionnaire

<<FIRM\_NAME>>  
<<ATTORNEY>>  
<<ADDRESS\_1>>  
<<CITY>> <<STATE>> <<ZIPCODE>>  
  
<<CLAIMANT\_NAME>>  
<<RUST\_ID>>

### MAILING SUMMARY

MAIL DATE: <<MAIL\_DATE>>  
DUE DATE: July 31, 2012  
MAILED TO: <<ATTY\_NAME>>  
CLAIMANT: <<CLAIMANT\_NAME>>

If the pre-printed address above is incorrect or out of date, OR there is no pre-printed data, provide your name and current address:

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

### PURPOSE OF SUPPLEMENTAL SETTLEMENT PAYMENT QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC ("**Garlock**") to issue this Supplemental Settlement Payment Questionnaire to certain persons who have alleged that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock.

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors' application to issue this Supplemental Settlement Payment Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative are parties adverse to the Debtors.

The purpose of this Supplemental Settlement Payment Questionnaire is to obtain information pertaining to aggregate payments received from Trust and non-Trust sources on account of the Injured Party's mesothelioma. It supplements the Questionnaire (the "Initial Questionnaire") you previously received pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June 21, 2011 (Docket No. 1390).

A copy of the Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing the Confidentiality and Use of Information Provided in Responses (Docket No. \_\_\_\_\_) (the "Order") is attached hereto as **Ex. 1**. If your name is on **Exhibit B** to the Order you are required to provide a true and complete response to this Supplemental Settlement Payment Questionnaire, sign the certification, and return it to the address below postmarked no later than **July 31, 2012**.

## WHERE TO SEND YOUR SUPPLEMENTAL SETTLEMENT PAYMENT QUESTIONNAIRE

If you are subject to the Order, you must return a true and complete response to this Supplemental Settlement Payment Questionnaire, in paper form and with all required attachments, postmarked no later than July 31, 2012 to the following address:

Richard C. Worf  
Robinson, Bradshaw & Hinson, P.A.  
101 N. Tryon St., Suite 1900  
Charlotte, NC 28246  
(704) 377-8135

## INSTRUCTIONS

The purpose of this Supplemental Settlement Payment Questionnaire is to obtain certain information concerning aggregate payments received on account of the Injured Party's mesothelioma.

In **Part 1**, provide information to identify the Injured Party. This will permit the parties in this case to identify your response and match it to your Initial Questionnaire.

**Part 2** consists of a single question with four parts:

### **a. Total Payments from Trusts**

Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all Trusts. A "Trust" is any entity established by a bankruptcy court under section 524(g) or other law to pay the asbestos liabilities of a former asbestos defendant.

### **b. Total Trusts Making Payments**

Provide the total number of Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

### **c. Total Payments from Non-Trusts**

Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all entities that are not Trusts, such as tort system defendants.

### **d. Total Non-Trusts Making Payments**

Provide the total number of non-Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

Finally, execute the certification in **Part 3**. Either the claimant or the claimant's attorney must sign the appropriate certification.

For purposes of this Supplemental Settlement Payment Questionnaire, "Injured Party" means the alleged injured party whose alleged contact with Garlock products is the basis for the claim asserted in this proceeding.

A "related claimant" means a person who is not the Injured Party but who is making a claim based on

or derived from the Injured Party's mesothelioma, either in a representative capacity (e.g., the personal representative of the Injured Party's estate suing for the Injured Party's injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged wrongful death of the Injured Party).

**If you object to any portion of any question in this Supplemental Settlement Payment Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 1.**

## PART 1: INJURED PARTY INFORMATION

Last Name:

First Name:

Middle Initial:

Social Security Number:

## PART 2

**INSTRUCTIONS:** Provide full and complete answers to the following questions.

a. Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all Trusts.

b. Provide the total number of Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

c. Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all entities that are not Trusts, such as tort system defendants.

d. Provide the total number of non-Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

### PART 3: CERTIFICATION

**INSTRUCTIONS:** This certification must be signed by either the claimant or the claimant's attorney but need not be signed by both.

#### If Completed By Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in this Supplemental Settlement Payment Questionnaire is true, accurate and complete as of the date hereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

#### If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Supplemental Settlement Payment Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**Exhibit 1: Objections**

Part	Question	Basis for Objection

# EXHIBIT B

# SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
1	CAUDEL, STANLEY	ANANIA BANDKLAYDER BAUMGARTEN
2	BUMBAUGH, DANIEL O	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
3	HENNING, WILLIAM	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
4	POOLE, JOHN J	ANAPOL SCHWARTZ WEISS COHAN FELDMAN & SMALLEY
5	LEBOUEF, FLOYD R	BAGGETT MCCALL BURGESS WATSON & GAUGHAN
6	EDWARDS, BARBARA JANE	BAILEY PERIN BAILEY
7	ALVAREZ, RICARDO	BARON & BUDD
8	ATKINSON, DONALD V	BARON & BUDD
9	BARNHART, ROBERT EDMOND	BARON & BUDD
10	BOND, WILLIAM DALE	BARON & BUDD
11	BOUDREAUX, CHARLES JOSEPH	BARON & BUDD
12	CARTER, WILLIAM	BARON & BUDD
13	COLAPIETRO, LOUIS	BARON & BUDD
14	CONWAY, MICHAEL E	BARON & BUDD
15	DELAHANTY, RICHARD	BARON & BUDD
16	DEROWITSCH, CHARLES W	BARON & BUDD
17	DRIVER, KENNETH W	BARON & BUDD
18	FORD, I D	BARON & BUDD
19	GAINES, JOHN PATRICK	BARON & BUDD
20	GARRETT, COLLIN KEITH	BARON & BUDD
21	GILMOUR, GEORGE M	BARON & BUDD
22	HIPP, BILLY JOE SR	BARON & BUDD
23	HODDER, THURMAN	BARON & BUDD
24	HUBER, JAMES DOUGLASS	BARON & BUDD
25	JULIANO, JOHN	BARON & BUDD
26	KAZAKOFF, GEORGE W	BARON & BUDD
27	KINNEY, STEVEN A	BARON & BUDD
28	KINZER, RUSSELL LAWRENCE	BARON & BUDD
29	KUNKEL, ALICE MAY	BARON & BUDD
30	MARCUM, KAREN LUA	BARON & BUDD
31	MOHR, HEINRICH	BARON & BUDD
32	OHSIEK, RALPH JAMES	BARON & BUDD
33	OLSEN, MERILYN JAY	BARON & BUDD
34	PINAMONTI, MARION LENARD	BARON & BUDD
35	PITALO, ANTHONY PETER	BARON & BUDD
36	REED, FLOYD NORMAN	BARON & BUDD
37	SHEPHERD, BILLY	BARON & BUDD
38	YOUNG, DANIEL RAYMOND	BARON & BUDD
39	BEENICK, THOMAS MICHAEL	BELLUCK & FOX
40	BELL, ROY EDWARD	BELLUCK & FOX
41	CHRISTIE, DONALD J	BELLUCK & FOX
42	COONS, VINCENT WARDEN	BELLUCK & FOX
43	FRANCK, JOHN EDWARD	BELLUCK & FOX
44	GOLDSTEIN, SIDNEY	BELLUCK & FOX
45	HUFF, E LEE	BELLUCK & FOX
46	KASVEN, IRENE	BELLUCK & FOX
47	KORNWEISER, KERMAN	BELLUCK & FOX
48	MARTIN, WILLIAM	BELLUCK & FOX
49	MAZER, MICHAEL JR	BELLUCK & FOX
50	MCCORMICK, GORDON A	BELLUCK & FOX
51	MILES, BERTRAND M	BELLUCK & FOX
52	MOORS, GERALD	BELLUCK & FOX
53	PARSONS, RICHARD	BELLUCK & FOX
54	RAYMOND, IRVING	BELLUCK & FOX
55	RUDGE, JAMES	BELLUCK & FOX
56	SEIER, EDWARD J	BELLUCK & FOX
57	SPENCER, HAZEL IRENE	BELLUCK & FOX
58	TALL, DONALD ERIC	BELLUCK & FOX
59	TODD, VICTOR A	BELLUCK & FOX
60	VERDE, DIANA MARY	BELLUCK & FOX
61	WALTON, JOHN	BELLUCK & FOX
62	WILLIAMS, ROBERT	BELLUCK & FOX
63	ANDERSON, EARL	BEVAN & ASSOCIATES
64	GARCIA, ALEX	BEVAN & ASSOCIATES
65	GILCHRIST, CHARLES	BEVAN & ASSOCIATES
66	GLUECK, JEROME	BEVAN & ASSOCIATES
67	HALL, EUGENE	BEVAN & ASSOCIATES
68	LINDSEY, NELLY	BEVAN & ASSOCIATES

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
69	MARTINEZ, MAXIMIANO JR	BEVAN & ASSOCIATES
70	STEINKER, JEROME	BEVAN & ASSOCIATES
71	TRAUTT, BEVERLY A	BEVAN & ASSOCIATES
72	ZGANJAR, ROBERT	BEVAN & ASSOCIATES
73	BARTLEY, JOHN A	BIFFERATO GENTILOTTI
74	BROWN, L M	BIFFERATO GENTILOTTI
75	GRALICK, JOSEPH	BIFFERATO GENTILOTTI
76	MEDEIROS, ROBERT	BIFFERATO GENTILOTTI
77	PAVLICK, JOHN JR	BIFFERATO GENTILOTTI
78	PETREE, HAROLD	BIFFERATO GENTILOTTI
79	SIMONIS, FRANICS	BIFFERATO GENTILOTTI
80	OLSON, REGINALD	BOECHLER, JEANETTE T
81	ROBERTSON, JAMES LEROY	BOECHLER, JEANETTE T
82	BAUCOM, PATRICIA & EARL C	BRANCH LAW FIRM
83	BELLACK, PHYLLIS	BRAYTON PURCELL
84	BLACK, JUDITH D	BRAYTON PURCELL
85	BURNETT, KENNETH	BRAYTON PURCELL
86	COLLINS, LESTER	BRAYTON PURCELL
87	CRONIN, RAYMOND C	BRAYTON PURCELL
88	EWING, BAXTER RAY	BRAYTON PURCELL
89	FERNANDEZ, JOSEPH	BRAYTON PURCELL
90	FONG, SHERMAN	BRAYTON PURCELL
91	GOATES, MAX	BRAYTON PURCELL
92	LOUGHTON, JON	BRAYTON PURCELL
93	REECE, ARVIN	BRAYTON PURCELL
94	ST JEOR, ELDON C	BRAYTON PURCELL
95	THOMPSON, NORMAN LEE	BRAYTON PURCELL
96	WADE, RUBY	BRAYTON PURCELL
97	BAKER, FURMAN	BRENT COON & ASSOCIATES
98	BARTUS, FELIX FRANCIS	BRENT COON & ASSOCIATES
99	BEAVER, HAROLD ADOLPHUS	BRENT COON & ASSOCIATES
100	BERG, HAROLD E JR	BRENT COON & ASSOCIATES
101	BRYAN, DAVID	BRENT COON & ASSOCIATES
102	CHURCH, WILLIAM LEWIS	BRENT COON & ASSOCIATES
103	DAWSON, WILLIAM H	BRENT COON & ASSOCIATES
104	DAZZO, JOSEPH	BRENT COON & ASSOCIATES
105	DUNAGAN, DOUGLAS E	BRENT COON & ASSOCIATES
106	DYKE, JOSEPH HENRY	BRENT COON & ASSOCIATES
107	DYKE, JOSEPH HENRY	BRENT COON & ASSOCIATES
108	FREEMAN, HORACE TALMADGE	BRENT COON & ASSOCIATES
109	GALLAGHER, JOSEPH THOMAS	BRENT COON & ASSOCIATES
110	HART, VICTOR C	BRENT COON & ASSOCIATES
111	HENDERSON, MARCUS EUGENE	BRENT COON & ASSOCIATES
112	HILL, ROBERT STANTON JR & CHER	BRENT COON & ASSOCIATES
113	HILL, WILLIAM HOWARD	BRENT COON & ASSOCIATES
114	HINZ, ORVAL JOSEPH	BRENT COON & ASSOCIATES
115	HOULETTE, CHARLES WILLIAM JR	BRENT COON & ASSOCIATES
116	JOHNSON, HAROLD L	BRENT COON & ASSOCIATES
117	KEYS, KATHERINE B	BRENT COON & ASSOCIATES
118	KNYFE, ARTHUR & JEANETTE	BRENT COON & ASSOCIATES
119	MAGUIRE, JOSEPH NORMAN	BRENT COON & ASSOCIATES
120	MATTE, JOSEPH ZANNET	BRENT COON & ASSOCIATES
121	MILLER, HARRISON M	BRENT COON & ASSOCIATES
122	MORALES, SERGIO G	BRENT COON & ASSOCIATES
123	MUHAMMAD, YAHYA SALAAM	BRENT COON & ASSOCIATES
124	NAGY, ALEX	BRENT COON & ASSOCIATES
125	RAY, ELIZABETH	BRENT COON & ASSOCIATES
126	RICHARDS, HARVEY	BRENT COON & ASSOCIATES
127	ROBINSON, ELDEN VENARD	BRENT COON & ASSOCIATES
128	SAVOY, GEORGE JOSEPH JR	BRENT COON & ASSOCIATES
129	THEER, GEORGE PAUL	BRENT COON & ASSOCIATES
130	THOMPSON, ALLEN E L	BRENT COON & ASSOCIATES
131	VIDRIOS, EDWARD	BRENT COON & ASSOCIATES
132	WOOD, BILL LEWIS	BRENT COON & ASSOCIATES
133	BELL, LARRY	BROOKMAN ROSENBERG BROWN & SANDLER
134	CHARNOKI, JOSEPH J	BROOKMAN ROSENBERG BROWN & SANDLER
135	DIRETTO, RUTHANN	BROOKMAN ROSENBERG BROWN & SANDLER
136	FURLAN, LOUIS F	BROOKMAN ROSENBERG BROWN & SANDLER

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
137	GEIST, WILLIAM	BROOKMAN ROSENBERG BROWN & SANDLER
138	HIGLEY, THOMAS E	BROOKMAN ROSENBERG BROWN & SANDLER
139	JANNIE, WILLIAM	BROOKMAN ROSENBERG BROWN & SANDLER
140	KING, JAMES	BROOKMAN ROSENBERG BROWN & SANDLER
141	KOEK, HENDRIK	BROOKMAN ROSENBERG BROWN & SANDLER
142	MCADOO, CHARLES	BROOKMAN ROSENBERG BROWN & SANDLER
143	MONTE, JOSEPH & ELEANOR	BROOKMAN ROSENBERG BROWN & SANDLER
144	MORRISEY, JOAN	BROOKMAN ROSENBERG BROWN & SANDLER
145	OTT, LAWRENCE PATRICK	BROOKMAN ROSENBERG BROWN & SANDLER
146	PHILLIPS, JOSEPH	BROOKMAN ROSENBERG BROWN & SANDLER
147	QUAY, DONALD	BROOKMAN ROSENBERG BROWN & SANDLER
148	SWEENEY, JOSEPH	BROOKMAN ROSENBERG BROWN & SANDLER
149	TYLER, JOHN M	BROWN & GOULD
150	STREBLER, GERALD	BUCKINGHAM DOOLITTLE & BURROUGHS
151	BUSSEY, WILLIAM W	BUTLER WOOTEN OVERBY PEARSON FRYHOFFER & DAUGHTERY
152	PETERS, HENRY R	CAREY DANIS & LOWE
153	DODSON, JAMES A	CAROSELLI BEACHLER MCTIERNAN & CONBOY
154	HAMMERS, NORBERT	CAROSELLI BEACHLER MCTIERNAN & CONBOY
155	LATINI, RICHARD L	CAROSELLI BEACHLER MCTIERNAN & CONBOY
156	LEITERA, ANTHONY	CAROSELLI BEACHLER MCTIERNAN & CONBOY
157	NOLL, ALLEN F	CAROSELLI BEACHLER MCTIERNAN & CONBOY
158	COYNE, THOMAS I	CASCINO VAUGHAN
159	LORITZ, JOHN	CASCINO VAUGHAN
160	PEHLKE, FRANK	CASCINO VAUGHAN
161	PENDER, JOHN D	CASCINO VAUGHAN
162	PRATT, FREDRICK N	CASEY GERRY REED & SCHENK
163	DALEY, RICHARD	CICONTE & WASSERMAN LLC
164	FRIEND, DICK	CLAPPER PATTI SCHWEIZER & MASON
165	MERINO, ALPHONSO LEO	CLAPPER PATTI SCHWEIZER & MASON
166	MORTENSON, RAMONA	CLAPPER PATTI SCHWEIZER & MASON
167	SCHECHINGER, DENNIS HENRY	CLAPPER PATTI SCHWEIZER & MASON
168	SNELL, RORY	CLAPPER PATTI SCHWEIZER & MASON
169	VANDEMARK, LOWELL	COADY LAW FIRM
170	GLOCK, CHARELS F	COHEN PLACITELLA & ROTH
171	HOEY, JAMES	COHEN PLACITELLA & ROTH
172	LEWIS, THOMAS	COHEN PLACITELLA & ROTH
173	LOSITO, ANTHONY	COHEN PLACITELLA & ROTH
174	SAVARESE, KAREN	COHEN PLACITELLA & ROTH
175	TULLIO, ANNE	COHEN PLACITELLA & ROTH
176	MURPHY, DONALD	COOKE & MARCIS LLP
177	ANDERSON, WARREN	COONEY & CONWAY
178	BERRY, JOHN	COONEY & CONWAY
179	BERRY, MICHAEL	COONEY & CONWAY
180	BOGGS, DONALD	COONEY & CONWAY
181	CHRISTIANSON, RICHARD	COONEY & CONWAY
182	CORNELL, LAWRENCE G	COONEY & CONWAY
183	GEREG, DIANE	COONEY & CONWAY
184	GRAHAM, SMEDLEY	COONEY & CONWAY
185	GROH, ROBERT EST OF	COONEY & CONWAY
186	HEJZA, ROGER	COONEY & CONWAY
187	HILLIER, CHARLES	COONEY & CONWAY
188	HUTCHINSON, JOE LOUIS	COONEY & CONWAY
189	JURGETO, RONALD	COONEY & CONWAY
190	KINDT, HAROLD	COONEY & CONWAY
191	KLING, BLAIR	COONEY & CONWAY
192	LENNOX, GERALD	COONEY & CONWAY
193	LEVIEUX, GREGORY	COONEY & CONWAY
194	LUDGATIS, RICHARD	COONEY & CONWAY
195	LUNDBORG, LEONARD	COONEY & CONWAY
196	MCCLUSKIE, ROBERT	COONEY & CONWAY
197	MISER, WILLIAM	COONEY & CONWAY
198	MURPHY, JOHN	COONEY & CONWAY
199	PALMA, JOHN C	COONEY & CONWAY
200	RAGLAND, PAUL	COONEY & CONWAY
201	RAMEY, CLOVIS	COONEY & CONWAY
202	ROBINSON, RANDY J	COONEY & CONWAY
203	ROSAS, MIGUEL	COONEY & CONWAY
204	SANK, HOWARD	COONEY & CONWAY

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
205	STEWART, ROBERT R	COONEY & CONWAY
206	TUZZOLINO, JOSEPH SR	COONEY & CONWAY
207	VAN SLYKE, GEORGE	COONEY & CONWAY
208	WALKER, RALPH	COONEY & CONWAY
209	WILLIAMS, DONALD R	COONEY & CONWAY
210	WIRTH, JOHN	COONEY & CONWAY
211	MILLER, WAYNE	CORY WATSON CROWDER & DEGARIS
212	SHEPHERD, DAYTON	CORY WATSON CROWDER & DEGARIS
213	WALKER, JACK R SR	CUMBEST CUMBEST HUNTER & MCCORMICK
214	DUPRIEST, RONALD	DELUCA & NEMEROFF LLP
215	SNYDER, ALAN	DELUCA & NEMEROFF LLP
216	CALAMIA, CARL J SR	DIDRIKSEN LAW FIRM
217	ROGERS, JIMMIE SR	DILLON, JOHN F
218	BATCH, GARY	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
219	BELL, PETER	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
220	BERK, WALTER	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
221	BROOKSHIER, CLYDE	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
222	BUTZKY, LEON	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
223	CLAY, TROY	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
224	COHORST, LEONARD A	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
225	COUSINO, GLEN	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
226	DOMBROWSKI, JENNIE	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
227	FRANCOEUR, ARMAND	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
228	GERLEY, VICTOR SR	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
229	GOETZ, EUGENE F	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
230	GROSS, ALBERT	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
231	HOWARD, WILLIAM	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
232	KANICKI, KATHLEEN M	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
233	KEARNEY, JAMES	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
234	KEPLAR, ROBERT	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
235	LEHOTAY, JOSEPH	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
236	MELOCK, KAREN	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
237	MILLER, WILLIAM CHARLES	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
238	NASTRI, ANTHONY	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
239	PERKINS, EPPS CORNELL SR	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
240	PEZANKO, RITA	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
241	PIZZOLA, DOMINICK J	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
242	RIEMANN, DUANE	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
243	ROBERTS, MICHAEL	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
244	ROCHLIN, ABRAHAM	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
245	SCHHELP, HENRY	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
246	WARD, JANICE	EARLY LUCARELLI SWEENEY & MEISENKOTHEN
247	CRAWFORD, DONALD LLOYD	EDWARD O MOODY
248	HATLEY, JIM	EDWARD O MOODY
249	REED, CARLA	EDWARD O MOODY
250	BAILEY, LORING	EMBRY & NEUSNER
251	ZEMA, JOHN	EMBRY & NEUSNER
252	ABBOTT, ROBERT C SR	FLEMING & ASSOCIATES
253	CORDOVA, GEORGE	FLEMING & ASSOCIATES
254	DREMEL, DONALD W	FLEMING & ASSOCIATES
255	FILARECKI, WILLIAM	FLEMING & ASSOCIATES
256	HULSE, STEVEN P	FLEMING & ASSOCIATES
257	JORDAN, GERALD	FLEMING & ASSOCIATES
258	KIRKS, WILBERT	FLEMING & ASSOCIATES
259	MCKEITHAN, SARAH MARGARET	FLEMING & ASSOCIATES
260	MOORE, SHERRIE	FLEMING & ASSOCIATES
261	POJAR, CLIFFORD	FLEMING & ASSOCIATES
262	PURSLEY, GEORGE O	FLEMING & ASSOCIATES
263	SHIBLES, JEROME	FLEMING & ASSOCIATES
264	THUNE, GERALD	FLEMING & ASSOCIATES
265	WOOD, PAUL L	FLEMING & ASSOCIATES
266	RAMSEY, MACK LEON & JOHNNIE P	FRILOT L.L.C.
267	MILES, DON HERSHEL	G PATTERSON KEAHEY
268	SMITH, ROBERT L	G PATTERSON KEAHEY
269	STANDEN, MARY	G PATTERSON KEAHEY
270	CRAIG, JOHN C JR	GALIER DEROBERTIS & ONO
271	RIO, BARNEY	GALIER DEROBERTIS & ONO
272	SAKAMOTO, ERNEST	GALIER DEROBERTIS & ONO

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
273	BURGET, DEAN M	GEORGE & SIPES
274	HAYNES, TERRY FRANKLIN	GEORGE & SIPES
275	KERN, DONALD R	GEORGE & SIPES
276	BAILEY, VERNON G JR	GLASSER & GLASSER
277	HARMAN, WILLIAM W	GLASSER & GLASSER
278	JOHNSON, WALTER H	GLASSER & GLASSER
279	LYONS, PATRICK J	GLASSER & GLASSER
280	MORRIS, O D	GLASSER & GLASSER
281	SCHOLES, CALLIE SUE	GLASSER & GLASSER
282	SHARP, KENNETH JOHN	GLASSER & GLASSER
283	ANDES, PATRICIA A	GOLDBERG PERSKY & WHITE
284	ATHANAS, NIKOLAOS J	GOLDBERG PERSKY & WHITE
285	BARKER, JOHN E JR	GOLDBERG PERSKY & WHITE
286	BURDITT, BYRON W	GOLDBERG PERSKY & WHITE
287	CERSOSIMO, RUSSELL VINCENT & J	GOLDBERG PERSKY & WHITE
288	CHERRY, NICHOLAS J	GOLDBERG PERSKY & WHITE
289	DIEHL, JOHN	GOLDBERG PERSKY & WHITE
290	FITING, ROGER P	GOLDBERG PERSKY & WHITE
291	GALARDE, EDITH M	GOLDBERG PERSKY & WHITE
292	HALA, JOHN J	GOLDBERG PERSKY & WHITE
293	HEARD, JOHN	GOLDBERG PERSKY & WHITE
294	HOFELZER, RALPH	GOLDBERG PERSKY & WHITE
295	KING, JOHN R	GOLDBERG PERSKY & WHITE
296	LINDSAY, VICTOR WILLIAM	GOLDBERG PERSKY & WHITE
297	MILLER, FRANKLIN	GOLDBERG PERSKY & WHITE
298	NAGY, GEORGE A	GOLDBERG PERSKY & WHITE
299	NAYLOR, DONALD E	GOLDBERG PERSKY & WHITE
300	PULLEN, RICHARD H	GOLDBERG PERSKY & WHITE
301	PUTT, GENE	GOLDBERG PERSKY & WHITE
302	RAY, JOSEPH P	GOLDBERG PERSKY & WHITE
303	SEIGFRIED, WILLIAM	GOLDBERG PERSKY & WHITE
304	SHAW, PHILLIP E	GOLDBERG PERSKY & WHITE
305	SMERECHENSKY, STEPHEN	GOLDBERG PERSKY & WHITE
306	STEFANOS, FRANK	GOLDBERG PERSKY & WHITE
307	SULLIVAN, WILLIAM L	GOLDBERG PERSKY & WHITE
308	WALL, LEONARD	GOLDBERG PERSKY & WHITE
309	WIGAL, JOHN A SR	GOLDBERG PERSKY & WHITE
310	ZENGEL, JOSEPH EARL	GOLDBERG PERSKY & WHITE
311	CANNON, JOHN	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
312	CHANEY, ROBERT M	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
313	CLOUD, DONNA MARIE	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
314	COMBS, GLENNA	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
315	FULLMER, JACOB L	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
316	HENLEY, PATSYE R	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
317	JAASKELA, WAINO	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
318	LAW, ROBERT M	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
319	LINDEN, SANDRA	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
320	MC CARTHY, MARGARET	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
321	NISI, LOIS JEAN	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
322	ORTA, PEDRO	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
323	PERKINS, BLANNIE	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
324	SMITH, PAUL W	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
325	SODA, CARL	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
326	THORNBURG, HAROLD D	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
327	WILSON, PAUL K	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
328	YEOMANS, WILLIAM E	GOLDENBERG HELLER ANTIGNOLI & ROWLAND
329	GONZALES, BERINGO	GOODMAN MEAGHER & ENOCH
330	O'CONNOR, WILLIAM	GOODMAN MEAGHER & ENOCH
331	ARENT, DOUGLAS	GORI JULIAN & ASSOCIATES
332	BAXTER, WILLIAM	GORI JULIAN & ASSOCIATES
333	BENJAMIN, LARRY	GORI JULIAN & ASSOCIATES
334	BENNETT, MICHAEL	GORI JULIAN & ASSOCIATES
335	CANTRELL, WILLARD	GORI JULIAN & ASSOCIATES
336	CARDENAS, RAYSA	GORI JULIAN & ASSOCIATES
337	CARTER, PAULINE	GORI JULIAN & ASSOCIATES
338	CONNOR, MARGARET R	GORI JULIAN & ASSOCIATES
339	CREEL, EDWARD H JR	GORI JULIAN & ASSOCIATES
340	DAHLEM, JAMES A	GORI JULIAN & ASSOCIATES

# SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
341	DAVIDSON, SELMA DELOISE	GORI JULIAN & ASSOCIATES
342	DAVIS, LESTER	GORI JULIAN & ASSOCIATES
343	DELSART, GORDON	GORI JULIAN & ASSOCIATES
344	DORATO, EDUARDO J	GORI JULIAN & ASSOCIATES
345	DRAKE, NANCY ANN	GORI JULIAN & ASSOCIATES
346	FABINI, ALESA	GORI JULIAN & ASSOCIATES
347	FUNDERBURK, ROBERT	GORI JULIAN & ASSOCIATES
348	GATTO, LOUIS PAUL	GORI JULIAN & ASSOCIATES
349	GLASS, WILLIAM G	GORI JULIAN & ASSOCIATES
350	GRAVES, GLORIA	GORI JULIAN & ASSOCIATES
351	GRISANTI, RODNEY J	GORI JULIAN & ASSOCIATES
352	HUBBARD, VERLIE	GORI JULIAN & ASSOCIATES
353	HUFF, J L	GORI JULIAN & ASSOCIATES
354	INGHAM, DAN LEE	GORI JULIAN & ASSOCIATES
355	JOHNSON, RUSSELL D	GORI JULIAN & ASSOCIATES
356	KIRN, SOPHIA	GORI JULIAN & ASSOCIATES
357	KORNMAN, ROBIN	GORI JULIAN & ASSOCIATES
358	LANDIS, DENNIS	GORI JULIAN & ASSOCIATES
359	LAZOWSKI, PATRICIA	GORI JULIAN & ASSOCIATES
360	LEVERETT, KENNETH	GORI JULIAN & ASSOCIATES
361	MASON, JOSEPH R SR	GORI JULIAN & ASSOCIATES
362	MCGUIRE, ROGER	GORI JULIAN & ASSOCIATES
363	MCQUAIG, WILLIAM G	GORI JULIAN & ASSOCIATES
364	MENDEZ, JUAN A	GORI JULIAN & ASSOCIATES
365	MONTESANO, RONNEY	GORI JULIAN & ASSOCIATES
366	MULLIGAN, SIMONE	GORI JULIAN & ASSOCIATES
367	NEVES, JOHN	GORI JULIAN & ASSOCIATES
368	OSMULSKI, ROBERT	GORI JULIAN & ASSOCIATES
369	OSTROWSKI, ALICE	GORI JULIAN & ASSOCIATES
370	PARKDS, KIMBERLY	GORI JULIAN & ASSOCIATES
371	PATRICK, LARRY	GORI JULIAN & ASSOCIATES
372	POWELL, WILLIAM	GORI JULIAN & ASSOCIATES
373	RITZ, KRISTY M	GORI JULIAN & ASSOCIATES
374	SCHLOSSER, ARLAN	GORI JULIAN & ASSOCIATES
375	SCHULTZ, DONALD	GORI JULIAN & ASSOCIATES
376	STOCKTON, KENNETH	GORI JULIAN & ASSOCIATES
377	VINES, MARY	GORI JULIAN & ASSOCIATES
378	WEBER, JAKOB A	GORI JULIAN & ASSOCIATES
379	WELDON, CHARLES W JR	GORI JULIAN & ASSOCIATES
380	WILCOX, JOHN J JR	GORI JULIAN & ASSOCIATES
381	ZANKL, AUDREY M	GORI JULIAN & ASSOCIATES
382	ZELLNER, RAYMOND	GORI JULIAN & ASSOCIATES
383	SANTMIER, HARVEY J & EVA	HAMBURG RUBIN MULLIN MAXWELL & LUPIN
384	LOPEZ, THOMAS	HAROWITZ & TIGERMAN LLP
385	REYNOLDS, EVEA MERLE	HAROWITZ & TIGERMAN LLP
386	SCHAB, GEORGE	HAROWITZ & TIGERMAN LLP
387	TROMPETER, KEVIN	HAROWITZ & TIGERMAN LLP
388	RUSSOW, DONALD C	HARTLEY & O'BRIEN
389	WILLIAMS, JIMMIE	HARTLEY LAW LLC
390	ALDERMAN, THEODORE R JR	HARVIT & SCHWARTZ
391	HOLTER, DAVID	HARVIT & SCHWARTZ
392	POST, LYNN NORMAN	HARVIT & SCHWARTZ
393	RODRIGUEZ, PEDRO R	HEARD ROBINS CLOUD LUBEL & GREENWOOD
394	SANDERS, LEELAND	HEARD ROBINS CLOUD LUBEL & GREENWOOD
395	BONNEVAL, ALBERT	HENINGER GARRISON DAVIS
396	BACON, FRED W	HISSEY KIENTZ & HERRON PLLC
397	BURGESS, CHARLIE	HOBSON & BRADLEY
398	KELLER, KERRY	HOBSON & BRADLEY
399	PRICE, PHILLIP	HOBSON & BRADLEY
400	OBRIEN, LARRY	HORWITZ HORWITZ & ASSOCIATES LTD.
401	WHITMAN, CARL A	HOWARD BRENNER & NASS
402	CALFO, AUGUSTINE	JACOBS & CRUMPLAR
403	FIORAVANTI, JULIO SR	JACOBS & CRUMPLAR
404	HELSEL, ROBERT CHARLES SR	JACOBS & CRUMPLAR
405	HUBBARD, CHARLES PORTER	JAMES F HUMPHREYS & ASSOCIATES
406	KIGER, GERALD MCCLELLAN	JAMES F HUMPHREYS & ASSOCIATES
407	WALKER, CURTIS T	JAMES F HUMPHREYS & ASSOCIATES
408	SHETLER, ROLAND & ROSE	JAMES PAUL COSTELLO LTD



### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
409	GEORGE, CHARLES	JOHN D KASSEL_ ATTORNEY AT LAW LLC
410	BARKER, TIMOTHY P	KAZAN MCCLAIN LYONS GREENWOOD & HARLEY
411	MILLER, RALPH	KELLER FISHBACK & JACKSON LLP
412	BLARE, BRADLEY	KELLEY & FERRARO
413	BORNS, MARY LOU	KELLEY & FERRARO
414	DEOMA, MARY D	KELLEY & FERRARO
415	ECKARDT, KURT B	KELLEY & FERRARO
416	HANNA, ROGER D	KELLEY & FERRARO
417	SCOTT, JAMES	KELLEY & FERRARO
418	STARK, LOUIS E SR	KELLEY & FERRARO
419	WALCHER, ROSEANNA	KELLEY & FERRARO
420	NOKYOS, JEFFREY	KIESEL BOUCHER & LARSON LLP
421	REEVES, ROBERT L	KIRKSEY & ASSOCIATES
422	MOCK, LOREN EDWARD	KOREIN TILLERY
423	PASQUALE, AMERICO	KOREIN TILLERY
424	TROSS, OWEN	LAKIN & HERNDON
425	PATROLIA, HENRY	LANDRY & SWARR
426	HELLER, AUREL N	LAW OFFICE OF NICHOLAS J. VOGELZANG
427	PAULASKY, GEORGE	LAW OFFICE OF NICHOLAS J. VOGELZANG
428	SCANLON, MYRA	LAW OFFICES OF GLENN D FEAGAN
429	SCAGGS, GUY STEPHEN	LAW OFFICES OF MICHAEL B SERLING P.C.
430	JOPPA, DOLORES J	LAW OFFICES OF MICHAEL R BILBREY P.C.
431	LILEY, CLYDE	LAW OFFICES OF MICHAEL R BILBREY P.C.
432	LITTLE, CHARLIE E	LAW OFFICES OF MICHAEL R BILBREY P.C.
433	SCHOENFELD, RONALD JR	LAW OFFICES OF MICHAEL R BILBREY P.C.
434	SIMMONS, MYRON KAY	LAW OFFICES OF MICHAEL R BILBREY P.C.
435	BURNS, ROBERT	LAW OFFICES OF PETER G ANGELOS
436	GRAVES, ALFRED	LAW OFFICES OF PETER G ANGELOS
437	HAMILTON, ELIZABETH F	LAW OFFICES OF PETER G ANGELOS
438	HAMILTON, JAMES C	LAW OFFICES OF PETER G ANGELOS
439	LIMERICK, ENEVER EUGENE	LAW OFFICES OF PETER G ANGELOS
440	LIRAKIS, STEVE	LAW OFFICES OF PETER G ANGELOS
441	MANNING, THOMAS J	LAW OFFICES OF PETER G ANGELOS
442	MATETICH, WILLIAM	LAW OFFICES OF PETER G ANGELOS
443	MATSAGO, JAMES M	LAW OFFICES OF PETER G ANGELOS
444	MCKEMY, BERNICE	LAW OFFICES OF PETER G ANGELOS
445	NAY, JAMES M.	LAW OFFICES OF PETER G ANGELOS
446	NORDAAS, BETTY	LAW OFFICES OF PETER G ANGELOS
447	NOVAK, THEODORE	LAW OFFICES OF PETER G ANGELOS
448	PANETTIERE, ANTHONY SR	LAW OFFICES OF PETER G ANGELOS
449	ROWE, THOMAS R	LAW OFFICES OF PETER G ANGELOS
450	SCHOBER, LINDA C	LAW OFFICES OF PETER G ANGELOS
451	WATERS, WALTER D	LAW OFFICES OF PETER G ANGELOS
452	WELSHANS, PAUL LOUIS	LAW OFFICES OF PETER G ANGELOS
453	WESCOAT, PAUL	LAW OFFICES OF PETER G ANGELOS
454	WHEELER, THEODORE E	LAW OFFICES OF PETER G ANGELOS
455	BREAUX, CLAIBORNE	LEBLANC & WADDELL - C/O BARON & BUDD, P.C.
456	ULIBARRI, THOMAS J	LEVIN PAPANTONIO
457	WEBB, GEORGE FRANK	LEVIN PAPANTONIO
458	BALLERT, MILDRED	LEVIN SIMES KAISER & GORNICK
459	BROWN, HAROLD	LEVIN SIMES KAISER & GORNICK
460	CALANDE, WILLIAM	LEVIN SIMES KAISER & GORNICK
461	ENGLISH, MICHAEL	LEVIN SIMES KAISER & GORNICK
462	GARDETTO, JOHN	LEVIN SIMES KAISER & GORNICK
463	HATLAN, VASILY	LEVIN SIMES KAISER & GORNICK
464	INCE, ALICE FAYE	LEVIN SIMES KAISER & GORNICK
465	KIM, YOUNG HONG	LEVIN SIMES KAISER & GORNICK
466	KLEVE, HAROLD	LEVIN SIMES KAISER & GORNICK
467	LENT, FRANK	LEVIN SIMES KAISER & GORNICK
468	MONTGOMERY, ROBERT	LEVIN SIMES KAISER & GORNICK
469	QUINTINO, LEOPOLD	LEVIN SIMES KAISER & GORNICK
470	RADEBAUGH, JACQUELINE	LEVIN SIMES KAISER & GORNICK
471	SAMORA, LOYD	LEVIN SIMES KAISER & GORNICK
472	SASSOUNIAN, HAROUTIOUN	LEVIN SIMES KAISER & GORNICK
473	SMITH, JAMES LOUIS JR	LEVIN SIMES KAISER & GORNICK
474	STAYTON, EDWARD	LEVIN SIMES KAISER & GORNICK
475	VALDEZ, EMILIO	LEVIN SIMES KAISER & GORNICK
476	CORK, JEAN	LEVY PHILLIPS & KONIGSBERG

# SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
477	CORTHELL, OTIS	LEVY PHILLIPS & KONIGSBERG
478	ELLIS, GRACE ANN DARNELL	LEVY PHILLIPS & KONIGSBERG
479	FREY, GENE SR	LEVY PHILLIPS & KONIGSBERG
480	GREENE, DONALD	LEVY PHILLIPS & KONIGSBERG
481	HARLEY, CLAUDE DAVID	LEVY PHILLIPS & KONIGSBERG
482	HART, ROBERT D	LEVY PHILLIPS & KONIGSBERG
483	JOCKERS, DONALD F	LEVY PHILLIPS & KONIGSBERG
484	JOHNSON, WILLIAM J	LEVY PHILLIPS & KONIGSBERG
485	JONES, LARRY DALE	LEVY PHILLIPS & KONIGSBERG
486	KELLY, DAVID LINUS	LEVY PHILLIPS & KONIGSBERG
487	LANE, HARVEY REGINALD JR	LEVY PHILLIPS & KONIGSBERG
488	LELL, ROBERT J	LEVY PHILLIPS & KONIGSBERG
489	LOBAITO, BENNIE	LEVY PHILLIPS & KONIGSBERG
490	MELLACE, JOSEPHINE	LEVY PHILLIPS & KONIGSBERG
491	MOLLOY, EVELYN C	LEVY PHILLIPS & KONIGSBERG
492	NAPOTNIK, JACOB	LEVY PHILLIPS & KONIGSBERG
493	RICKERT, FREDERICK	LEVY PHILLIPS & KONIGSBERG
494	ROCKMAKER, GORDON	LEVY PHILLIPS & KONIGSBERG
495	WEBSTER, BILLIE FRANK	LEVY PHILLIPS & KONIGSBERG
496	LUDWIG, HARRY C	LEWIS DAVIDSON & HETHERINGTON
497	CUBITT, ERIC R	LIPSITZ & PONTERIO
498	GOLDPENNY, ELMER F	LIPSITZ & PONTERIO
499	GROETSCH, KENNETH G	LIPSITZ & PONTERIO
500	PRINZI, CARL J	LIPSITZ & PONTERIO
501	SMITH, LAWRENCE M	LIPSITZ & PONTERIO
502	HEIZER, JAMES	LIPTON LAW LLC
503	BAPTISTE, FRANCIS	LOCKS LAW FIRM
504	CLARK, JOHN J JR	LOCKS LAW FIRM
505	CONLON, ROBERT W	LOCKS LAW FIRM
506	MAFFEI, ALBERT M SR	LOCKS LAW FIRM
507	STITT, WILMER C JR	LOCKS LAW FIRM
508	BORDELON, BURTON	LUNDY LUNDY SOILEAU & SOUTH LLP
509	HANSEN, MICHAEL	LYONS & RANTA
510	MCGLOTHLIN, MECOM	MADEKSHO LAW FIRM
511	ROSS, SCOTT	MADEKSHO LAW FIRM
512	BURCHFIELD, VIRGINIA GRACE	MARTIN & JONES
513	FOWLER, DAVID RAY	MARTIN & JONES
514	GOINS, PARILEE ANN	MARTIN & JONES
515	MORGAN, ELMER LEE	MARTIN & JONES
516	SALEEBY, MITCHELL NAMAN JR (DE	MARTIN & JONES
517	WALLACE, ALBERT ROY	MARTIN & JONES
518	WATLINGTON, HENRY CECIL	MARTIN & JONES
519	WOODALL, JOHN JAMES	MARTIN & JONES
520	ROYAL, DONALD SR	MARTZELL & BICKFORD
521	HULTGREN, ROY C	MAUNE RAICHLE HARTLEY FRENCH & MUDD
522	MILLER, JOHN C	MAUNE RAICHLE HARTLEY FRENCH & MUDD
523	COVIN, COY H	MAZUR & KITTEL
524	GEPFERT, BONNIE	MAZUR & KITTEL
525	HYDUKE, ANDREW T	MAZUR & KITTEL
526	JONES, ALVARETTA MAE	MAZUR & KITTEL
527	LABAERE, HENRY RICHARD	MAZUR & KITTEL
528	MILLER, EMMA J	MAZUR & KITTEL
529	MILLS, WAYNE E	MAZUR & KITTEL
530	SELF, LOIS JEAN	MAZUR & KITTEL
531	SMETANKA, CATHERINE	MAZUR & KITTEL
532	TILOCCO, JEANNETTE MARIE	MAZUR & KITTEL
533	VENDITTI, ANTHONY	MAZUR & KITTEL
534	WHITE, VIRGIL E	MAZUR & KITTEL
535	BRADLEY, JACK BYRL	MCDERMOTT & CLAWSON
536	VANAKION, LEONARD FRANK	MICHAEL B SERLING
537	CHANDLER, ALDEN H	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
538	LINK, RUBY H	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
539	MARCUS, HENRY F JR	MICHIE HAMLETT LOWRY RASMUSSEN & TWEEL
540	ADAMS, BRUCE	MOTLEY RICE
541	BLOMBERG, KENNETH	MOTLEY RICE
542	COLLINS, BETTY J	MOTLEY RICE
543	DEPRIEST, DONALD	MOTLEY RICE
544	GREENWOOD, JESSE CLIFFORD	MOTLEY RICE

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
545	HOGARTH, JOHN EDWARD	MOTLEY RICE
546	JOHNSON, JONI L	MOTLEY RICE
547	JOHNSON, KENNETH	MOTLEY RICE
548	KAUTZ, DALE M	MOTLEY RICE
549	LUND, MAURICE	MOTLEY RICE
550	NIELSEN, INGEMANN	MOTLEY RICE
551	OVERMAN, HARVEY L	MOTLEY RICE
552	PARNELL, THOMAS R	MOTLEY RICE
553	PRUDEN, ALLAN FRANK	MOTLEY RICE
554	REID, DONALD	MOTLEY RICE
555	RODGERS, HOMER	MOTLEY RICE
556	ROGERS, CLINTON M	MOTLEY RICE
557	SING, GEORGE	MOTLEY RICE
558	SONNENBERG, LEANDE	MOTLEY RICE
559	TROUP, GLENN	MOTLEY RICE
560	WILLIAMS, ROBERT LEO	MOTLEY RICE
561	YOUNG, WILLIAM	MOTLEY RICE
562	WILLIAMS, DAVID JR	MURRAY LAW FIRM
563	BYER, ROBERT M	NICHOLL_ PETER T
564	WILLS, BARBARA A	NICHOLL_ PETER T
565	ASHER, URA R	O'BRIEN LAW FIRM L.L.C
566	BANYCKY, HELEN	O'BRIEN LAW FIRM L.L.C
567	BROUGHTON, JAMES	O'BRIEN LAW FIRM L.L.C
568	CHILDRESS, CHARLES J	O'BRIEN LAW FIRM L.L.C
569	CUNNINGHAM, PATRICIA	O'BRIEN LAW FIRM L.L.C
570	DINNEEN, JAMES F	O'BRIEN LAW FIRM L.L.C
571	FUWELL, BUFORD R	O'BRIEN LAW FIRM L.L.C
572	GREER, CHARLES W	O'BRIEN LAW FIRM L.L.C
573	MEYER, WILLIAM	O'BRIEN LAW FIRM L.L.C
574	NELSON, VICTOR F	O'BRIEN LAW FIRM L.L.C
575	PINE, GEORGE I	O'BRIEN LAW FIRM L.L.C
576	REISENLEITER, PHILIP A	O'BRIEN LAW FIRM L.L.C
577	RILEY, JUANITA	O'BRIEN LAW FIRM L.L.C
578	TRAPP, LESLIE W	O'BRIEN LAW FIRM L.L.C
579	WHITTEN, TERRY C	O'BRIEN LAW FIRM L.L.C
580	WINTERMANN, MAURICE	O'BRIEN LAW FIRM L.L.C
581	WOODS, DENNIS L	O'BRIEN LAW FIRM L.L.C
582	BURRIS, WILLIAM O	PATTEN WORNOM HATTEN & DIAMONSTEIN
583	CROCKER, JAMES BERNARD	PATTEN WORNOM HATTEN & DIAMONSTEIN
584	FLETCHER, ROBERT W	PATTEN WORNOM HATTEN & DIAMONSTEIN
585	HOGGE, JOHN IVERSONN JR	PATTEN WORNOM HATTEN & DIAMONSTEIN
586	LANDS, BOBBY L	PATTEN WORNOM HATTEN & DIAMONSTEIN
587	LANKES, JOHN M	PATTEN WORNOM HATTEN & DIAMONSTEIN
588	MASON, LAWRENCE R	PATTEN WORNOM HATTEN & DIAMONSTEIN
589	MINTON, RUBERT E	PATTEN WORNOM HATTEN & DIAMONSTEIN
590	POSEY, THOMAS E SR	PATTEN WORNOM HATTEN & DIAMONSTEIN
591	SHELTON-SAVAGE, FLORENCE	PATTEN WORNOM HATTEN & DIAMONSTEIN
592	TURNER, GENE M SR	PATTEN WORNOM HATTEN & DIAMONSTEIN
593	WALKER, ROBERT L	PATTEN WORNOM HATTEN & DIAMONSTEIN
594	BARNETT, WAYNE	PAUL & HANLEY
595	BJERKE, STANLEY	PAUL & HANLEY
596	CLARK, GEORGE S	PAUL & HANLEY
597	MITCHELL, DANIEL L	PAUL & HANLEY
598	NIELSEN, JOHN C	PAUL & HANLEY
599	SMITH, THAD CARROLL	PAUL & HANLEY
600	TIPTON, RONALD K	PAUL & HANLEY
601	CAROTHERS, LARRY EXT FIGART,AN	PAUL REICH & MYERS
602	STOOR, JOHN D	PETERSEN PARKINSON & ARNOLD PLLC
603	HALL, JAMES ERNEST	PRIM LAW FIRM PLLC
604	HOWELL, STACEY RENEE	PRIM LAW FIRM PLLC
605	LIVELY, BOYD C	PRIM LAW FIRM PLLC
606	MCALLISTER, NANCY JANE	PRIM LAW FIRM PLLC
607	BERG, FRED HERMAN JR	PROVOST UMPHREY LAW FIRM
608	BOMBKE, FRANK CHARLES	PROVOST UMPHREY LAW FIRM
609	BRISTER, GEORGE E	PROVOST UMPHREY LAW FIRM
610	DUROUSSEAU, MERLIN	PROVOST UMPHREY LAW FIRM
611	GROS, ANDREW ANTHONY	PROVOST UMPHREY LAW FIRM
612	PAGE, J C	PROVOST UMPHREY LAW FIRM

# SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
613	SANDELLA, JAMES	PROVOST UMPHREY LAW FIRM
614	SMART, HAROLD L	PROVOST UMPHREY LAW FIRM
615	WAGNER, BOYD L	PROVOST UMPHREY LAW FIRM
616	LINDER, JOHNNIE MELVIN	REAUD MORGAN & QUINN
617	BELLOMY, JOHN	REYES O'SHEA & COLOCA
618	WEAVER, ALBERT L	REYES O'SHEA & COLOCA
619	BONDONI, JAMES MARTIN	RICHARDSON PATRICK WESTBROOK & BRICKMAN
620	ESTES, GRADY O	RICHARDSON PATRICK WESTBROOK & BRICKMAN
621	FRANCIS, ALEXANDER L JR	RICHARDSON PATRICK WESTBROOK & BRICKMAN
622	HAMMOND, DEBORAH S	RICHARDSON PATRICK WESTBROOK & BRICKMAN
623	JONES, MICHAEL A	RICHARDSON PATRICK WESTBROOK & BRICKMAN
624	JORDAN, RAYMOND	RICHARDSON PATRICK WESTBROOK & BRICKMAN
625	LOVE, WILLIAM F	RICHARDSON PATRICK WESTBROOK & BRICKMAN
626	MOSIER, JOHN L	RICHARDSON PATRICK WESTBROOK & BRICKMAN
627	SENICK, JOHN N	RICHARDSON PATRICK WESTBROOK & BRICKMAN
628	SHERER, ROBERT C	RICHARDSON PATRICK WESTBROOK & BRICKMAN
629	SIKES, IMOGENE	RICHARDSON PATRICK WESTBROOK & BRICKMAN
630	SYDNOR, MARVIN E	RICHARDSON PATRICK WESTBROOK & BRICKMAN
631	BUNDE, LOUISE	ROBERT E SWEENEY COMPANY
632	ERKKILA, RAYMOND W. & JIMMIE L	ROBERT E SWEENEY COMPANY
633	HAYES, WILLIAM A	ROBERT E SWEENEY COMPANY
634	MISSIG, KENNETH J	ROBERT E SWEENEY COMPANY
635	STIDHAM, LEE	ROBERT E SWEENEY COMPANY
636	TURNER, JOHN J	ROBERT E SWEENEY COMPANY
637	MILLER, CLIFFORD	ROBERT PEIRCE & ASSOCIATES
638	MANDEL, SHIRLEY	ROBLES, LOUIS S
639	MOORE, ROBERT L	ROGER B LANE, ATTORNEY AT LAW, P.C.
640	SELLERS, GLORIA C	ROGER B LANE, ATTORNEY AT LAW, P.C.
641	MARCHAND, DUDLEY L JR	ROUSSEL & CLEMENT
642	ROME, ELODIE GRANIER	ROUSSEL & CLEMENT
643	FINNEY, BENJAMIN	SALES TILLMAN & WALLBAUM
644	KAZEE, ORA	SALES TILLMAN & WALLBAUM
645	BROOKSHIRE, FLORENE	SAVILLE & FLINT
646	HALTERMAN, RODNEY D	SAVILLE & FLINT
647	MILANO, JOHN	SAVILLE & FLINT
648	TORRES-PADRON, AMADO	SAVILLE & FLINT
649	TUCKER, CHARLES D	SAVILLE & FLINT
650	GENTILE, THEODORE L	SAVINIS D'AMICO & KANE
651	LILLQUIST, CARL W	SAVINIS D'AMICO & KANE
652	PINI, A JOHN	SAVINIS D'AMICO & KANE
653	FARROW, MICHAEL	SCHROETER GOLDMARK & BENDER
654	SPALDING, ROBERT	SCHROETER GOLDMARK & BENDER
655	TANNER, LEON CRAIG	SCOTT & SCOTT
656	KIERU, WALTER	SEEGER WEISS LLP
657	PASCH, HARVEY LEWIS	SEEGER WEISS LLP
658	LANSDOWNE, ELMAN	SHEIN LAW CENTER
659	PFEIFER, ALBERT F	SHEIN LAW CENTER
660	SMITH, ROBERT M JR	SHEIN LAW CENTER
661	HULTGREN, CARL H	SHIVERS GOSNAY & GREATREX L.L.C.
662	WARFEL, GEORGIANA	SHIVERS GOSNAY & GREATREX L.L.C.
663	HADLEY, BILLY R	SHRADER & ASSOCIATES
664	ROQUE, EDWARD	SHRADER & ASSOCIATES
665	JACKSON, BRUCE	SIEBEN POLK LAVERDIERE JONES & HAWN
666	KIEFFER, MARJORIE	SIEBEN POLK LAVERDIERE JONES & HAWN
667	CERROS, GUADALUPE	SILBER PEARLMAN C/O BARON & BUDD
668	ADAMS, LEONARD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
669	ADAMS, ROSEMARY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
670	ALLEN, LAWRENCE	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
671	ARMSTRONG, STANLEY R	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
672	ARTHUR, ARMAND D	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
673	BEALL, PAUL RICHARD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
674	BILBROUGH, WILLIAM G JR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
675	BLAUVELT, WAYNE E	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
676	BOLLIGER, DONALD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
677	BOYD, DONALD JAWARD SR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
678	BROWN, ROY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
679	BUCKINGHAM, TIM	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
680	BUNJAC, JOHN	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
681	CAMPBELL, MARCY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
682	CAVE, EDWARD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
683	DIETRICH, RICHARD ALLAN	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
684	DONELY, ALLEN	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
685	FEHRIBACH, KENNETH	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
686	FORRESTER, JEFF JR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
687	FROLICHSTEIN, ROBERT	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
688	GRINKO, DONALD M	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
689	HARRIS, WILLIAM	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
690	HELSEBY, WILLIAM	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
691	HERSEL, HENRY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
692	HOLT, CHERYL	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
693	HORSLEY, DONALD EDWARD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
694	JACOBSEN, OLEY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
695	JONES, BOBBY LEE	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
696	KEAN, RAY	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
697	KNOTEK, HOWARD B	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
698	LEE, ALFRED	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
699	LEE, HOLLIS	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
700	MCLOUGHLIN, JOSEPH SR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
701	MILESKE, ROBERTA	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
702	MONTEZ, MARK	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
703	MOREHOUSE, ALMOND	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
704	MULLENS, DWIGHT	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
705	NIEDER, ROBERT	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
706	NOTTOLI, VICTOR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
707	OLIVIERI, JOSEPH	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
708	PIKAART, MICHAEL	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
709	PORTER, WESLEY L	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
710	REDLINE, ERNEST	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
711	RICCARDI, LEON	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
712	RITSEMA, GERHARD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
713	ROSE, DAVID M	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
714	SCHROEDER, CHARLES	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
715	STATEN, TIVES	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
716	TREVINO, FRANCISCO	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
717	TROWBRIDGE, JERALD	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
718	TURNER, CHARLES JACKSON	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
719	WAGES, ELDORIS	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
720	WALLER, ROBERT E.	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
721	WARD, ROBERT CARROLL	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
722	WARREN, NATHAN	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
723	WARREN, WILLIAM	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
724	WARSZAWSKI, JOHN J	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
725	WHITE, NEIL	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
726	WILLIAMS, ERIC	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
727	WILLIAMS, URAL	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
728	WISEMAN, JOHN SR	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
729	WITTES, JAMES	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
730	WRIGHT, LARRY WAYNE	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
731	YOUNG, JAMES ROWLAND	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
732	ZEIT. RUTH M.	SIMMONS BROWDER GIANARIS ANGELIDES & BARNERD
733	ALLEN, JOHN EDWARD	SIMON GREENSTONE PANATIER BARTLETT
734	COATES, MERTON H	SIMON GREENSTONE PANATIER BARTLETT
735	CURRY, CHARLES	SIMON GREENSTONE PANATIER BARTLETT
736	DAVIS, CHESTER LLOYD	SIMON GREENSTONE PANATIER BARTLETT
737	DEMKO, BRUNO A	SIMON GREENSTONE PANATIER BARTLETT
738	DYER, JERRY	SIMON GREENSTONE PANATIER BARTLETT
739	EVANS, DAVID ROBERT	SIMON GREENSTONE PANATIER BARTLETT
740	GALBERAITH, JAMES ROY	SIMON GREENSTONE PANATIER BARTLETT
741	GARVER, CHARLES RICHARD	SIMON GREENSTONE PANATIER BARTLETT
742	MASSEY, WALLACE M.	SIMON GREENSTONE PANATIER BARTLETT
743	PARKEY, LAWRENCE JAMES	SIMON GREENSTONE PANATIER BARTLETT
744	PUTMAN, RONNIE	SIMON GREENSTONE PANATIER BARTLETT
745	REASONER, ROSS	SIMON GREENSTONE PANATIER BARTLETT
746	SMART, CHARLES WILLIAM	SIMON GREENSTONE PANATIER BARTLETT
747	SOMMERFELD, MYRON	SIMON GREENSTONE PANATIER BARTLETT
748	SORBOM, NILS	SIMON GREENSTONE PANATIER BARTLETT

### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
749	SINGLETON, DON M	SMITH_ RUSSELL A
750	HILL, EUGENE A & SHIRLEY	TERRELL HOGAN
751	WHATLEY, JAMES JR	THE BOGDAN LAW FIRM
752	BURGESS, CHARLES R	THE CALWELL PRACTICE
753	WILSON, KENNETH R	THE COADY LAW FIRM
754	CARVER, CHARLES RICHARD	THE DEATON LAW FIRM
755	CARY, LAWSON JR	THE DEATON LAW FIRM
756	MEDINA, SECUNDINO	THE FARRISE LAW FIRM
757	WILMOT, GERALD R	THE FARRISE LAW FIRM
758	BRITT, CHARLOTTE M	THE FERRARO LAW FIRM
759	DOSTIE, ROLAND G HELEN	THE FERRARO LAW FIRM
760	GIESE, WALTER R	THE FERRARO LAW FIRM
761	HOSS, WILLIAM	THE FERRARO LAW FIRM
762	KAMINSKI, ARTHUR C	THE FERRARO LAW FIRM
763	PISZ, JOHN C	THE FERRARO LAW FIRM
764	SCHUSTER, DONALD	THE FERRARO LAW FIRM
765	AGUILAR, ANTONIO N	THE LANIER LAW FIRM
766	ANDERSON, CLIFFORD L	THE LANIER LAW FIRM
767	ANTILL, PAUL	THE LANIER LAW FIRM
768	AZIZI, NARIMAN	THE LANIER LAW FIRM
769	BAGLIO, MAURICE	THE LANIER LAW FIRM
770	BAILEY, EVELYN MAE	THE LANIER LAW FIRM
771	BATEMAN, CLIFTON B	THE LANIER LAW FIRM
772	BAUMBACH, STANLEY	THE LANIER LAW FIRM
773	BEASLEY, MALCOLM	THE LANIER LAW FIRM
774	BEEKMAN, LARRY	THE LANIER LAW FIRM
775	BELL, WILLIAM	THE LANIER LAW FIRM
776	BENARD, HOWARD L	THE LANIER LAW FIRM
777	BESS, NED E	THE LANIER LAW FIRM
778	BLAND, CRAIG MARSHALL	THE LANIER LAW FIRM
779	BOGGS, GWEN	THE LANIER LAW FIRM
780	BRAESE, RICHARD	THE LANIER LAW FIRM
781	BRAUN, EVART A	THE LANIER LAW FIRM
782	BROOKSHIRE, MARGARET	THE LANIER LAW FIRM
783	BROWNE, WILLIAM H	THE LANIER LAW FIRM
784	BURCH, ROBERT	THE LANIER LAW FIRM
785	CLEMENTS, JESSE W	THE LANIER LAW FIRM
786	COOK, DOUGLAS	THE LANIER LAW FIRM
787	COOKE, PATRICIA	THE LANIER LAW FIRM
788	CORDY, LEE L	THE LANIER LAW FIRM
789	COWE, ROY	THE LANIER LAW FIRM
790	CRIPPEN, BASIL	THE LANIER LAW FIRM
791	D'AMELIO, ALFRED	THE LANIER LAW FIRM
792	DAVIS, CARL J	THE LANIER LAW FIRM
793	DAVIS, GEORGE W	THE LANIER LAW FIRM
794	DAVIS, NORMAN C	THE LANIER LAW FIRM
795	DERRY, VIRGINIA	THE LANIER LAW FIRM
796	DERUSSON, DANIEL	THE LANIER LAW FIRM
797	DICKENS, FRANK G	THE LANIER LAW FIRM
798	DOIG, RONALD W	THE LANIER LAW FIRM
799	DUCKWORTH, JOHNNY JR	THE LANIER LAW FIRM
800	DUNNAM, RAYFORD	THE LANIER LAW FIRM
801	ESTERLUND, WILLIAM H	THE LANIER LAW FIRM
802	FLURY, DONALD	THE LANIER LAW FIRM
803	FOSTER, DAVID S	THE LANIER LAW FIRM
804	GARNETT, OSCAR WILLIAM	THE LANIER LAW FIRM
805	GIRARD, FRANK	THE LANIER LAW FIRM
806	GOBIN, PHILLIP	THE LANIER LAW FIRM
807	GRETTLER, MAX JR.	THE LANIER LAW FIRM
808	HAILE, THOMAS	THE LANIER LAW FIRM
809	HARRIS, DAVID E	THE LANIER LAW FIRM
810	HARRIS, VIOLA RUBY	THE LANIER LAW FIRM
811	HARRISON, JAMES T	THE LANIER LAW FIRM
812	HEID, JOSEPH G	THE LANIER LAW FIRM
813	HENCK, MICHAEL C	THE LANIER LAW FIRM
814	HENDERSHOTT, AMOS	THE LANIER LAW FIRM
815	HEROLD, DAVID FRANCIS	THE LANIER LAW FIRM
816	HICKEY, PATRICK W	THE LANIER LAW FIRM



### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
817	JONES, OLIVER WAYNE	THE LANIER LAW FIRM
818	JONES, RAYMOND	THE LANIER LAW FIRM
819	JOSEPHSON, RICHARD	THE LANIER LAW FIRM
820	KATTERHEINRICH, SUSAN	THE LANIER LAW FIRM
821	KENNEDY, ROBERT	THE LANIER LAW FIRM
822	KILLEBREW, RONALD	THE LANIER LAW FIRM
823	KILMAN, MARK	THE LANIER LAW FIRM
824	KINSEY, WALTER LEON SR	THE LANIER LAW FIRM
825	KOVALESKI, ALEX J	THE LANIER LAW FIRM
826	KRAKOWSKI, ALFRED	THE LANIER LAW FIRM
827	LABOVE, LIONEL J	THE LANIER LAW FIRM
828	LONON, BARBARA A	THE LANIER LAW FIRM
829	LORENZ, RAYMOND J	THE LANIER LAW FIRM
830	LOUTENSOCK, JOHN L	THE LANIER LAW FIRM
831	MARINI, JOHN	THE LANIER LAW FIRM
832	MARTIN, JIMMY SR	THE LANIER LAW FIRM
833	MATHEWS, DOLORES JEAN	THE LANIER LAW FIRM
834	MCCLURE, MICHAEL	THE LANIER LAW FIRM
835	MCCORMICK, THOMAS F	THE LANIER LAW FIRM
836	MCDANIELS, LARRY	THE LANIER LAW FIRM
837	MCGINN, STANLEY	THE LANIER LAW FIRM
838	MENKEE, ALFRED	THE LANIER LAW FIRM
839	METEVIA, JOSEPH E	THE LANIER LAW FIRM
840	MONKMAN, CLIFFORD J JR	THE LANIER LAW FIRM
841	MOONEY, JOHN	THE LANIER LAW FIRM
842	MOORE, JERRY A	THE LANIER LAW FIRM
843	MORROW, JOHNIE	THE LANIER LAW FIRM
844	MOSLEY, DAVID	THE LANIER LAW FIRM
845	MULLEN, BENJAMIN	THE LANIER LAW FIRM
846	MURDZIA, RODNEY	THE LANIER LAW FIRM
847	MYERS, WANDA MAY	THE LANIER LAW FIRM
848	MYNATT, DEBORAH	THE LANIER LAW FIRM
849	NOEL, RAYMOND	THE LANIER LAW FIRM
850	NOLL, WILLIAM G	THE LANIER LAW FIRM
851	NUISLL, CARL	THE LANIER LAW FIRM
852	PANIAGUA, ELIAS	THE LANIER LAW FIRM
853	PARKER, HOWARD	THE LANIER LAW FIRM
854	PARROTT, ROBERT	THE LANIER LAW FIRM
855	POTCHOIBA, WILLIAM	THE LANIER LAW FIRM
856	POWELL, JOSEPH	THE LANIER LAW FIRM
857	PRESTON, WILLIE H	THE LANIER LAW FIRM
858	RENDON, EMILIO	THE LANIER LAW FIRM
859	ROGERS, JIMMIE	THE LANIER LAW FIRM
860	SCHABILION, OTTO	THE LANIER LAW FIRM
861	SCHROEDER, GERALD S	THE LANIER LAW FIRM
862	SCOTT, JOHN F	THE LANIER LAW FIRM
863	SELF, PAUL L	THE LANIER LAW FIRM
864	SHAFFER, FLORENCE	THE LANIER LAW FIRM
865	SHANKUS, WILLIAM E	THE LANIER LAW FIRM
866	SHREVE, GLENN F SR	THE LANIER LAW FIRM
867	SIMS, LARRY C	THE LANIER LAW FIRM
868	SMALARZ, JOHN F	THE LANIER LAW FIRM
869	SOUCY, LIONEL	THE LANIER LAW FIRM
870	STARNA, HENRY	THE LANIER LAW FIRM
871	STAUCH, DORIS	THE LANIER LAW FIRM
872	STRICKLER, BARRY E	THE LANIER LAW FIRM
873	SWEARINGEN, ROBERT C	THE LANIER LAW FIRM
874	THERIOT, ROBERT E	THE LANIER LAW FIRM
875	TURNER, LOWELL	THE LANIER LAW FIRM
876	UNGARO, ROCCO	THE LANIER LAW FIRM
877	VAN DRESS, MICHAEL G	THE LANIER LAW FIRM
878	VIETMEIER, LEO J	THE LANIER LAW FIRM
879	VILLONT, JACK L	THE LANIER LAW FIRM
880	WALKER, LEROY	THE LANIER LAW FIRM
881	WALLER, WILLIS B	THE LANIER LAW FIRM
882	WELLS, RICHARD A	THE LANIER LAW FIRM
883	WHITTINGTON, JERRY	THE LANIER LAW FIRM
884	YBARRA, JAMES	THE LANIER LAW FIRM

# SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
885	YOUNG, JAMES E	THE LANIER LAW FIRM
886	ZBYLUT, FRANK	THE LANIER LAW FIRM
887	FRANCOIS, LOUNEDA	THE LIPMAN LAW FIRM
888	GLOBE, CAROLE ANN	THE LIPMAN LAW FIRM
889	GRAF, MAXINE L	THE LIPMAN LAW FIRM
890	KNIGHT, CURTIS	THE LIPMAN LAW FIRM
891	LORENZ, DAVID LARRY	THE LIPMAN LAW FIRM
892	PEAVEY, HOWARD	THE LIPMAN LAW FIRM
893	RICHRATH, HANS	THE LIPMAN LAW FIRM
894	RODRIGUEZ, SOLEDAD	THE LIPMAN LAW FIRM
895	SLATER, ROBERT W	THE LIPMAN LAW FIRM
896	SOBOV, MORIZ	THE LIPMAN LAW FIRM
897	VIOLETT, DONALD R	THE LIPMAN LAW FIRM
898	WOOD, ROBERT D	THE LIPMAN LAW FIRM
899	HAYS, WILLIAM	THE RUCKDESCHER LAW FIRM LLC
900	BISGAARD, SOREN	THE SHEPARD LAW FIRM
901	DAVIS, GUY	THE SHEPARD LAW FIRM
902	MARTINEZ, CECILIO S	THE SHEPARD LAW FIRM
903	SNOW, JAMES J	THE SHEPARD LAW FIRM
904	JOHNSON, CLYDE L	THE SUTTER LAW FIRM
905	ANTOINE, FRANCIS	THOMAS ALKON P.C.
906	KASPRICK, ERNEST F	THOMPSON, DAVID C
907	BARR, EMILE	THORNTON & NAUMES
908	BOLDUC, FERNAND	THORNTON & NAUMES
909	BOYLE, J MICHAEL	THORNTON & NAUMES
910	BROOKS, DOROTHY	THORNTON & NAUMES
911	COLE, HAROLD B JR	THORNTON & NAUMES
912	DAVIS, JOHN E	THORNTON & NAUMES
913	RICHELLI, AIDO J	THORNTON & NAUMES
914	WIRWICZ, ROBERT	THORNTON & NAUMES
915	WISE, CLIFFORD R SR	THORNTON & NAUMES
916	ZAJAC, ALPHONSE J	THORNTON & NAUMES
917	DOBELL, JUDY	TRINE & METCALF
918	ADLER, SANDRA	WATERS & KRAUS
919	CARDEN, EDWARD WILLIAM	WATERS & KRAUS
920	CHALER, CHARLES	WATERS & KRAUS
921	CHRISTOPHER, PHILLIP	WATERS & KRAUS
922	DELLINGER, DOUGLAS	WATERS & KRAUS
923	DEMERSSEMAN, CLEON J	WATERS & KRAUS
924	DUNCAN, CHARLES	WATERS & KRAUS
925	HENSLEY, EARL D	WATERS & KRAUS
926	KOEBERLE, JOHN H	WATERS & KRAUS
927	MITCHELL, JUDITH	WATERS & KRAUS
928	TAVAGLIONE, ROBERT	WATERS & KRAUS
929	THORNTON, TAMMY RENA	WATERS & KRAUS
930	WEST, KEITH SR	WATERS & KRAUS
931	WICKER, BENJAMIN	WATERS & KRAUS
932	ZERDA, KENNETH V	WATERS & KRAUS
933	ALLEN, ROBERT CURTIS	WEISS & SAVILLE P.A.
934	BIGMAN, TOM	WEISS & SAVILLE P.A.
935	BRATTON, KENT ALLAN	WEISS & SAVILLE P.A.
936	DOUGHTY, WILLIAM MYATT	WEISS & SAVILLE P.A.
937	FANCHER, WILLIAM HARRY SR	WEISS & SAVILLE P.A.
938	HANSON, KATHERINE LOUISE	WEISS & SAVILLE P.A.
939	HARRISON, KENNETH NEIL	WEISS & SAVILLE P.A.
940	HAWKS, CONWAY HAWKS	WEISS & SAVILLE P.A.
941	KING, JAMES NEWTON	WEISS & SAVILLE P.A.
942	KNAPP, LAWRENCE LEE	WEISS & SAVILLE P.A.
943	KRITZER, HENRY RAYMOND	WEISS & SAVILLE P.A.
944	MCKINNIS, DARRELL KEITH	WEISS & SAVILLE P.A.
945	PINEO, RAYMOND A	WEISS & SAVILLE P.A.
946	SENG, EDWARD WILLIAM JR	WEISS & SAVILLE P.A.
947	SMITH, EILEEN VIVIAN	WEISS & SAVILLE P.A.
948	TALLENT, CHRISTINE DEAL	WEISS & SAVILLE P.A.
949	TAYLOR, DONALD ROBERT	WEISS & SAVILLE P.A.
950	WESSON, CHARLES D SR	WEISS & SAVILLE P.A.
951	WHEELER, LOUIS EDWARD	WEISS & SAVILLE P.A.
952	AUCOIN, THOMAS ROBERT	WEITZ & LUXENBERG



### SETTLEMENT PAYMENT SAMPLE

	Plaintiff Name	Law firm
953	BEMESDERFER, LILLIAN A	WEITZ & LUXENBERG
954	BLANK, CLIFFORD A	WEITZ & LUXENBERG
955	BOGERMAN, RONALD	WEITZ & LUXENBERG
956	COPPOLA, FRANK J	WEITZ & LUXENBERG
957	DEVINE, HARRY	WEITZ & LUXENBERG
958	DOBSON, GILBERT	WEITZ & LUXENBERG
959	FRASIER, CLYDE	WEITZ & LUXENBERG
960	GONZALEZ, ISMENIA	WEITZ & LUXENBERG
961	HAUCK, EDWARD J	WEITZ & LUXENBERG
962	HEYMAN, MALCOLM	WEITZ & LUXENBERG
963	HOVERMALE, HUGH L	WEITZ & LUXENBERG
964	KLIMBACK, JAMES F	WEITZ & LUXENBERG
965	LOZIER, ALFRED LEO	WEITZ & LUXENBERG
966	NEUBIG, NORMAN SR	WEITZ & LUXENBERG
967	O'CONNOR, GEORGE	WEITZ & LUXENBERG
968	PALZER, KARL	WEITZ & LUXENBERG
969	PICINICH, IVAN	WEITZ & LUXENBERG
970	PUZA, STANLEY R	WEITZ & LUXENBERG
971	RUDDLELL, DENNIS	WEITZ & LUXENBERG
972	RUGGLES, WILLIAM A	WEITZ & LUXENBERG
973	RYAN, WILLIAM F	WEITZ & LUXENBERG
974	RYBICKI, RONALD J	WEITZ & LUXENBERG
975	SANTOMAURO, ALEXANDER G	WEITZ & LUXENBERG
976	SMITH, KENNETH ALTON JR	WEITZ & LUXENBERG
977	STEINBERG, LEON L	WEITZ & LUXENBERG
978	TORRES, ROSA	WEITZ & LUXENBERG
979	TOULANTIS, TERRY	WEITZ & LUXENBERG
980	VIKELIS, JOHN S	WEITZ & LUXENBERG
981	VILLAFLOR, JUAN JOSE CADENA	WEITZ & LUXENBERG
982	WADDELL, RICHARD S	WEITZ & LUXENBERG
983	WHITAKER, DONALD	WEITZ & LUXENBERG
984	ZIMBERG, SHELDON	WEITZ & LUXENBERG
985	CINQUEMANI, SALVATORE	WILENTZ GOLDMAN & SPITZER
986	FOGARTY, ROBERT	WILENTZ GOLDMAN & SPITZER
987	JONES, WEBSTER C	WILENTZ GOLDMAN & SPITZER
988	RODRIGUEZ, JUAN	WILENTZ GOLDMAN & SPITZER
989	SCORE, DOMINICK	WILENTZ GOLDMAN & SPITZER
990	SHAW, ROBERT A	WILENTZ GOLDMAN & SPITZER
991	SIEGEL, NORMAN	WILENTZ GOLDMAN & SPITZER
992	WOOD, ALLEN	WILENTZ GOLDMAN & SPITZER
993	BERRYHILL, GROVER L	WILLIAMS KHERKHER LAW FIRM
994	GARCIA, NASARIO	WILLIAMS KHERKHER LAW FIRM
995	HOWARD, ROBERT L	WILLIAMS KHERKHER LAW FIRM
996	ODONNELL, VENCIL E	WILLIAMS KHERKHER LAW FIRM
997	SLAUGHTER, JOHNNIE E	WILLIAMS KHERKHER LAW FIRM
998	DONN, ALAN H	WILSON ELSEER MOSKOWITZ EDELMAN & DICKER
999	SCOTT, JAMES B	WISE & JULIAN
1000	COTTRELL, RICHARD E	ZAMLER MELLEN & SHIFFMAN

# EXHIBIT C

**EXHIBIT C.1 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL  
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

**Instructions:** *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.e. of the above-referenced Order.*

**A C K N O W L E D G E M E N T**

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above- referenced Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to \_\_\_\_\_ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT C.2 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL  
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.e. of the above-referenced Order (for example, a self-employed expert or a witness).*

**A C K N O W L E D G E M E N T**

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_